

**WORKING DOCUMENT**

**2006-2011**

**Provincial Collective Agreement**

-between-

**British Columbia Public School Employers'  
Association  
BCPSEA**

and

**British Columbia Teachers' Federation  
BCTF**

AS IT APPLIES IN School District No.63 (SAANICH)

Effective July 1, 2006 – June 30, 2011

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.

## **SIGNATURES**

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Paul Standing, Director, Human Resources  
School District No. 63 (Saanich)

\_\_\_\_\_  
Sean Hayes, President  
Saanich Teachers' Association

\_\_\_\_\_  
Laura Buchanan, Labour Relations Consultant  
British Columbia Public School Employers'  
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\_\_\_\_\_  
Susan Lambert, President  
British Columbia Teachers' Federation

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## **SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP**

### **ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION**

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement constituted under the *Education Services Collective Agreement Act*, S.B.C. 2002, c. 1 and extended by the *Teachers' Collective Agreement Act*, S.B.C. 2005, c. 27 that was in effect between the parties for the period July 1, 2001 to June 30, 2006 including any amendments agreed to by the parties during that period.

- A.1.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
- A.1.2 In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
- A.1.3 All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified-in accordance with this Collective Agreement.
- A.1.4
- a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- A.1.5
- a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c. i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).



- ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

## **ARTICLE A.2 RECOGNITION OF THE UNION**

- A.2.1 The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
- A.2.2 Pursuant to *PELRA*, the employer in each district recognizes the local in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
- A.2.3 The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

## **ARTICLE A.3 MEMBERSHIP REQUIREMENT**

- A.3.1 All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.
- A.3.2 Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

## **ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION**

- A.4.1 The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.

- A.4.2 At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
- A.4.3 The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
- A.4.4 The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
- A.4.5 The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

## **ARTICLE A.5 COMMITTEE MEMBERSHIP**

- A.5.1 Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
- A.5.2 In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.
- A.5.3 Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.
- A.5.4 When a teacher on call is appointed to a committee referred to in Article A.5.1 or A.5.2 above, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

## **ARTICLE A.6 GRIEVANCE PROCEDURE**

### **A.6.1 Preamble**

The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

## **Steps in Grievance Procedure**

### **A.6.2 Step One**

- a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.
- b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

### **A.6.3 Step Two**

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in Article A.6.2.a the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the local, and attempt to resolve the grievance.
- b. The grievance shall be presented in writing giving the general nature of the grievance.

### **A.6.4 Step Three**

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a the local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two representatives of the local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

If both parties agree and the language of the previous Local Agreement stipulates:

- i. the number of representatives of each party at Step Three shall be three; and/or
  - ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

### **A.6.5 Omitting Steps**

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.

- b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

#### **A.6.6 Referral to Arbitration: Local Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

#### **A.6.7 Referral to Arbitration: Provincial Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.

#### **A.6.8 Arbitration (Conduct of)**

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
  - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
  - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

#### **A.6.9 General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e. i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.

- ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
- iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

## **ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS**

- A.7.1 The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- A.7.2 To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
- A.7.3 Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
- A.7.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

## **ARTICLE A.8 LEGISLATIVE CHANGE**

- A.8.1 In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- A.8.2
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
  - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
- A.8.3 If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
- A.8.4 The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

## **ARTICLE A.19 EXCLUSIONS FROM THE BARGAINING UNIT**

- A.19.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- A.19.2 The Board shall notify the Association of all new positions offered in the District, and send to the Association offices a written job description of the new position(s).
- A.19.3 The inclusion or exclusion of positions in the Bargaining Unit will be determined at a meeting of the Association and the Board. All newly created positions except positions involving:
- a. any of the functions outlined in the Labour Relations Code as the basis for exclusion from the definition of an employee; or
  - b. the functions of a Director of Instruction or Principals or Vice-principals, as provided by the School Act,
- will be included in the Bargaining Unit unless the parties agree to an exclusion.
- A.19.4 If the two parties disagree, either party may submit the matter to the Labour Relations Board for resolution.

## **ARTICLE A.20 BARGAINING UNIT WORK**

- A.20.1 All work performed by members of the bargaining unit as part of regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon between the Board and the Association, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by teachers.

## **ARTICLE A.21 PRESIDENT'S/ OFFICERS' RELEASE TIME (S.T.A. OR B.C.T.F.)**

- A.21.1 The Board will grant leave of absence to teachers elected as president of the Saanich Teachers' Association or president or vice-president of B.C. Teachers' Federation, on the following conditions:
- a. An application for leave must be made in writing to the Board by May 31<sup>st</sup> of the school year prior to the school year for which the leave is being requested.
  - b. The Board will continue to pay the teacher while on leave, and make all deductions from him or her. The Saanich Teachers' Association will be billed monthly by the Board and will reimburse the Board monthly for the Board's cost of salary, allowances and fringe benefits.
  - c. The period for which leave is taken will be counted for salary purposes as teaching experience by the Board.

- d. Sick leave shall continue to be earned by the teacher on leave for the period of leave and accumulated sick leave may be used during the period of leave.
- e. In the event of illness the president of the Saanich Teachers' Association shall be granted sick leave. The vice-president of the Association or a delegated person shall be granted leave of absence to replace him (her) when such replacement is deemed to be necessary by the Association. The Association shall pay the costs of a teacher-on-call, for the period of such replacement to the Board.
- f. The teacher concerned may expect to return to the assignment previously held, provided he/she returns in three years. After three years he/she will return to an assignment which is suitable to his/her experience and similar to the assignment previously held.

**ARTICLE A.22      RELEASE TIME FOR STA, BCTF, CTF, BCCT AND MINISTRY OF EDUCATION BUSINESS**

A.22.1 A teacher covered by this agreement who is:

- a. a member of the executive committee or representative assembly of the BCTF
- b. a member of the executive or representative assembly of the Association
- c. a member of a committee or task force of either the Association, BCTF, CTF, the BCCT Council or the Ministry of Education
- d. an appointed official or delegate of the Association or BCTF

shall be entitled to release time from instructional duties to carry out the duties involved.

A.22.2 Leave shall be granted to the Chairperson of the Association Bargaining Committee to prepare for collective bargaining.

A.22.3 Leave for meetings in direct collective bargaining with the Board shall be granted to up to six members of the Bargaining Committee. Leaves shall be granted as required for attendance at grievance meetings or at arbitration hearings pursuant to Article A.6 (Grievance Procedure).

A.22.4 All of the above leaves shall be granted with pay and be subject to the availability of a teacher-on-call and the Board being reimbursed for the cost of the teacher-on-call.

A.22.5 All leave requests should be directed to the Superintendent.

A.22.6 It is agreed that where a concern exists about the total number of a teacher's days absent arising out of the above leaves, the Superintendent and the President of the Association will meet to address that concern.



- A.22.7 In the event that a teacher is elected to a full time position as an officer of the BCTF or is appointed on a term contract of employment to the administrative staff of the BCTF or secondment to the Federation or the Ministry of Education, leave of absence without pay shall be granted for the duration of those duties. It is understood that before taking such leave the teacher will make arrangements in order to minimize any disruption of the school and district program.
- A.22.8 For purposes of pension, experience, sick leave and seniority the teacher shall be deemed to be in the full employ of the Board. The Board shall continue to pay the teacher referred to in Article A.22.7 provided the seconding authority fully reimburses the Board.
- A.22.9 Teachers on leave under Article A.22.7 shall be entitled to return on written notice at least six weeks prior to the start of a term or semester or by March 31 if the return is planned for the following September of that year. Upon return the teacher shall be entitled to an assignment comparable to that previously held.

## **ARTICLE A.23 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES**

- A.23.1 Local Association School Staff Representatives elected in accordance with Association procedures shall have the right to:
- a. Convene staff meetings in the school outside instructional hours to conduct Association business, provided such meetings shall not interfere with normal staff responsibilities occurring at the same time;
  - b. Be relieved of instructional duties if necessary to be present at any meeting pursuant to Article A.6 (Grievance Procedure). Every effort shall be made to provide a teacher-on-call. It is understood that the Association will pay the cost of a teacher-on-call under this Article;
  - c. Be relieved of instructional duties if necessary when attending meetings requested by the Board, district administrative staff, or an administrative officer. Every effort shall be made to provide a teacher-on-call, if practicable. It is understood that the district will pay the cost of a teacher-on-call under this Article. No staff member is obligated to provide teacher-on-call coverage under the provisions of this Article.

## **ARTICLE A.24 TEACHERS' STAFF COMMITTEE**

- A.24.1 Teachers assigned to each staff may form a teachers' Staff Committee (hereafter in this article referred to as the Staff Committee).
- A.24.2 The size and membership of the Staff Committee shall be determined by the teaching staff. In smaller schools the staff may decide to act as a committee of the whole.
- A.24.3 The Staff Committee will have access to public information concerning its school budget and monthly expenditure statements and information on which school level decisions may be based.

- A.24.4 The Staff Committee may make recommendations to the staff and the principal on any area of concern. The Staff Committee shall provide the principal with an opportunity to meet with the Staff Committee prior to its finalizing a recommendation for the school administration.
- A.24.5 If the principal declines to implement a recommendation, the rationale shall be given to the teaching staff. The Staff Committee may forward a copy of the recommendation to the Superintendent when the recommendation pertains to a matter not covered by this Agreement. The Superintendent, or designate from the Administrative Executive, upon receiving the recommendation, will investigate the matter and respond in writing to the Staff Committee.
- A.24.6 The functioning of the Staff Committee shall not contravene the authority and responsibility of the principal as set out in the School Act and Regulations.
- A.24.7 The teaching staff shall be informed by the school administration of any activity requiring staff consultation pursuant to the collective agreement or Board Policy.
- A.24.8 When the chairperson of the Staff Committee is requested by the principal to attend a meeting during the chairperson's instructional hours to deal with Staff Committee business, the Board will pay the cost of the teacher-on-call, when it is mutually agreed between the principal and the chairperson that a teacher-on-call is required.

## **ARTICLE A.25 NEW TEACHER ORIENTATION**

- A.25.1 The Board will work with the Saanich Teachers' Association in the preparation of a "New Teacher Orientation Handbook".
- A.25.2 The Saanich Teachers' Association agrees to co-operate with and assist the Board in preparing and updating the handbook and ensuring that new teachers have a copy.
- A.25.3 The Board agrees to prepare this resource, keep it current and make it accessible for new teachers and other..

## **ARTICLE A.26 COPY OF AGREEMENT**

- A.26.1 Each teacher employed in this school district will receive from the Board an electronic copy of the collective agreement within two months following ratification and the signing of the collective agreement in the final form.
- A.26.2 The Board will provide the collective agreement in print form to individual teachers upon their request.

## **ARTICLE A.27 ACCESS TO WORKSITE AND USE OF SCHOOL FACILITIES**

A.27.1 Representatives of the Association and the B.C.T.F., authorized by the Association, may meet to transact Association business on school property outside school instructional hours and utilize district facilities and equipment subject to confirmation of the district or school official responsible for facility bookings.

## **ARTICLE A.28 BULLETIN BOARDS**

A.28.1 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school building.

## **ARTICLE A.29 INTERNAL MAIL**

A.29.1 The Association shall have access to the District Resource Centre delivery service and employee mail boxes, free of charge, for communication to Association members, for the purposes of providing professional, educational, social and Association business.

## **ARTICLE A.30 ACCESS TO INFORMATION**

A.30.1 The Board agrees to furnish to the Association, (public) information concerning District budget, board meetings and specified personnel information of District staff as follows:

- a. Financial information including Ministry funding information, annual financial reports, audits, School District budgets and Form 1530 (FTE Employees by Program) at the time of the release of the information to the public by the Board;
- b. Agendas and minutes of all Public Board Meetings and all attachments thereto (available to the public) at the time of distribution to the Board;
- c. Bargaining unit members' information as follows: a list of teachers showing their names, addresses and telephone numbers, seniority lists, available scattergrams and names of members being evaluated;
- d. Copies of all letters sent to bargaining unit members concerning appointments, assignments, leaves of absence, retirements, transfers resignations, terminations, suspensions, layoffs and contract status.

A.30.2 The Board will, within five days, provide the Association, upon request, notification of positions postings, applicants for positions and successful applicants.

A.30.3 The Board will provide the Association, upon request, any information that would be provided under the Freedom of Information/Protection of Privacy Act, or the Financial Information Act.

## **ARTICLE A.31      EDUCATION ASSISTANTS**

- A.31.1 All education assistants hired to assist teachers in carrying out their responsibilities and duties in the classroom shall be under the direct instructional supervision of a teacher and general employment supervision of an Administrative Officer and shall be covered by the following sections.
- A.31.2 Education assistants shall assist teachers in, but not assume primary responsibility for, the following duties:
- a. designing, supervising and assessing educational programs,
  - b. providing instruction to individual students and groups of students,
  - c. evaluating students,
  - d. maintaining student records or reporting to parents, and
  - e. other duties, related to the teacher's classroom or educational program, which are assigned by the teacher to whom the assistance is being provided.
- A.31.3 Education assistants shall not be utilized by the Board to replace qualified teachers.
- A.31.4 Administrative officers shall have responsibility for completing evaluation reports on the performance of education assistants, after consultation with the teacher(s) to whom the assistance is being provided.
- A.31.5 For purposes of this article, a teacher includes an Administrative Officer during the time the Administrative Officer is performing teaching duties in accordance with the School Act and Regulations.
- A.31.6 The Administrative Officer of the school will consult with the School Staff Committee and other appropriate staff when assigning non-dedicated and dedicated education assistant time.
- Note: References to Teacher Assistant(s) elsewhere in this agreement will be understood by the parties to refer to Article A.31 Education Assistants.

## **ARTICLE A.32      LABOUR DISPUTES**

- A.32.1 All employees covered under this Agreement shall have the right to refuse to cross or refuse to work behind a picket line. Any employees failing to report for duty for this reason shall be considered to be absent without pay.
- A.32.2 Failure to cross a picket line encountered in carrying out School Board business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action by the board.

A.32.3 The Board shall not request, require, nor direct teachers covered under this agreement to do work or carry out duties normally performed by employees engaged in a strike, or locked out, nor shall the Board direct teachers to request pupils to carry out such duties.

A.32.4 If a picket line appears at a school, the Superintendent or designate and the President of the Association or designate will meet as soon as possible to discuss the situation and any decisions or guidelines developed at this meeting will be made available to teachers and administrators.

### **ARTICLE A.33      LIAISON COMMITTEE**

A.33.1 A liaison committee consisting of three members of the school board and three members of the Saanich Teachers' Association will be established for the purpose of discussing matters of mutual concern. This committee will meet monthly, and have no authority to establish policy for either the Board or the Teachers' Association, however, all concerns and/or recommendations will be dealt with as expeditiously as possible by the Board and/or the Association.

## **SECTION B SALARY AND ECONOMIC BENEFITS**

### **ARTICLE B.1 SALARY**

B.1.1 The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect to following general increases to salary:

- a. Effective July 1, 2006: 2.5% increase
- b. Effective July 1, 2007: 2.5% increase
- c. Effective July 1, 2008: 2.5% increase
  - i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
- d. Effective July 1, 2009: 2.5% increase
- e. Effective July 1, 2010: 2.0% increase

B.1.2 The following allowances shall be adjusted in accordance with the above increases:

- a. Department head
- b. Positions of Special Responsibility
- c. First Aid
- d. One Room School
- e. Isolation and Related Allowances
- f. Moving/Relocation
- g. Recruitment & Retention

B.1.3 The following allowances shall not be adjusted by the above increases:

- a. Mileage/Auto
- b. Per Diems
- c. Housing
- d. Pro D (unless formula-linked to the grid)
- e. Clothing
- f. Classroom Supplies

B1.4 Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

#### **Local Provisions:**

B.1.5 Except as specified elsewhere in this agreement, the salary categories will be established, and professional staff shall receive placement, in accordance with years of preparation and certification as most recently determined by the Teachers' Qualification Service.

<u>CATEGORIES:</u>	Years of acceptable Professional training <u>beyond Grade 12</u>	<u>Previous Category</u>
4	4	Professional Conditional & Bachelor of Education Elementary
4+	4+	
5	5	Professional Basic
5+	5+	
6	6	Professional Advanced

B.1.6: GRID

Basic Scale Effective July 1, 2006

Step	Category 4	Category 4+	Category 5	Category 5+	Category 6
0	39,471	40,274	43,145	45,952	46,938
1	41,305	41,305	45,403	48,395	49,447
2	43,140	43,140	47,660	50,839	51,955
3	44,975	44,975	49,917	53,282	54,464
4	46,809	46,809	52,175	55,725	56,973
5	48,644	48,644	54,432	58,169	59,482
6	50,479	50,479	56,689	60,612	61,991
7	52,313	52,313	58,947	63,056	64,499
8	54,148	54,148	61,204	65,499	67,008
9	55,983	55,983	63,462	67,943	69,517
10	57,817	58,096	65,719	70,386	72,026

Basic Scale Effective July 1, 2007

Step	Category 4	Category 4+	Category 5	Category 5+	Category 6
0	40,457	41,281	44,224	47,101	48,111
1	42,338	42,338	46,538	49,605	50,683
2	44,218	44,218	48,852	52,110	53,254
3	46,099	46,099	51,165	54,614	55,826
4	47,980	47,980	53,479	57,119	58,397
5	49,860	49,860	55,793	59,623	60,969
6	51,741	51,741	58,107	62,128	63,540
7	53,621	53,621	60,420	64,632	66,112
8	55,502	55,502	62,734	67,137	68,683
9	57,382	57,382	65,048	69,641	71,255
10	59,263	59,548	67,362	72,146	73,826

Basic Scale Effective July 1, 2008

Step	Category 4	Category 4+	Category 5	Category 5+	Category 6
0	41,469	42,313	45,330	48,278	49,314
1	43,396	43,396	47,701	50,845	51,950
2	45,324	45,324	50,073	53,412	54,586
3	47,251	47,251	52,444	55,979	57,221
4	49,179	49,179	54,816	58,547	59,857
5	51,107	51,107	57,188	61,114	62,493
6	53,034	53,034	59,559	63,681	65,129
7	54,962	54,962	61,931	66,248	67,765
8	56,889	56,889	64,303	68,815	70,400
9	58,817	58,817	66,674	71,382	73,036
10	62,567*	62,567 *	71,117 *	76,168 *	77,942 *

Basic Scale Effective July 1, 2009

Step	Category 4	Category 4+	Category 5	Category 5+	Category 6
0	42,506	43,371	46,463	49,485	50,547
1	44,481	44,481	48,894	52,116	53,249
2	46,457	46,457	51,325	54,748	55,950
3	48,433	48,433	53,756	57,379	58,652
4	50,408	50,408	56,187	60,010	61,354
5	52,384	52,384	58,617	62,642	64,055
6	54,360	54,360	61,048	65,273	66,757
7	56,336	56,336	63,479	67,904	69,459
8	58,311	58,311	65,910	70,535	72,160
9	60,287	60,287	68,341	73,167	74,862
10	64,131	64,131	72,895	78,072	79,891

Basic Scale Effective July 1, 2010

Step	Category 4	Category 4+	Category 5	Category 5+	Category 6
0	43,356	44,238	47,392	50,475	51,558
1	45,371	45,371	49,872	53,159	54,314
2	47,386	47,386	52,351	55,843	57,069
3	49,401	49,401	54,831	58,526	59,825
4	51,417	51,417	57,310	61,210	62,581
5	53,432	53,432	59,790	63,894	65,336
6	55,447	55,447	62,269	66,578	68,092
7	57,462	57,462	64,749	69,262	70,848
8	59,478	59,478	67,228	71,946	73,604
9	61,493	61,493	69,708	74,630	76,359
10	65,414	65,414	74,353	79,633	81,489



- B.1.7 Additional Qualifications Increment [Effective September 1, 2007, Article B.1.7 is replaced by PCA B.12. See also Letter of Understanding No. 14 for Transitional Provisions.]
- a. An additional qualifications increment shall be paid to teachers who:
    - i. Hold a Professional Certificate (level 5) and who have an additional one full year of acceptable post degree or senior level academic courses or equivalent but do not qualify for Category 6.
    - ii. Hold a Professional Conditional Certificate (level 4) and a Bachelor of Education Degree (elementary).
  - b.
    - i. Teachers granted an additional qualifications increment pursuant to Article B.1.7.a.i shall be paid at Category 5+ on the salary grid.
    - ii. Teachers granted an additional qualifications increment pursuant to Article B.1.7.a.ii shall be paid at Category 4+ on the salary grid.
  - c. In the event of a dispute as to the acceptability of the above qualifications, the matter will be resolved under the grievance procedure commencing at Step 2.
  - d. Any percentage increase in scale negotiated as a part of this agreement will be applied to the Additional Qualifications Increment.

## **ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS**

- B.2.1 The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- B.2.2 For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- B.2.3 A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
- B.2.4 Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
- B.2.5 Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

**B.2.6 Rate of Pay:**

- a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.
  - i. Effective July 1, 2006 \$194.75
  - ii. Effective July 1, 2007 \$199.60
  - iii. Effective July 1, 2008 \$204.60
  - iv. Effective July 1, 2009 \$209.70
  - v. Effective July 1, 2010 \$213.90
- b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

**Local Provisions:**

- B.2.7 In addition to the provisions of B.2.6.a, teachers-on-call shall be paid vacation pay at four percent (4%) of the per diem rate for the first three days of an assignment
- B.2.8 In addition to the provisions of Article B.2.6.b, a teacher-on-call shall be entitled to an additional eight percent (8%) per diem in lieu of benefits for that assignment. Such payment on scale shall be retroactive to the first day of the assignment.
- B.2.9 For the purposes of Article B.2.6.b, a teacher-on-call's service shall not be considered broken by a non-instructional day or a strike/lockout during the same assignment.
- B.2.10 In the event that a teacher-on-call's assignment is interrupted by the return of the teacher who is being replaced, and that teacher is again absent within one (1) working day, the teacher-on-call shall be reassigned and such assignment shall be deemed not to have been broken for purposes of salary or other provisions of this Agreement which depend upon length of assignment.
- B.2.11 A non-instructional day occurring during the same teacher-on-call assignment in excess of four (4) consecutive days shall count as a day of work, provided the teacher attends the day's activities with the prior approval of his/her Administrative Officer.
- B.2.12 If a teacher-on-call is in an assignment in excess of four (4) consecutive days, his/her services shall not be considered broken if he/she is absent due to illness, not in excess of two (2) consecutive days during the same assignment. A medical certificate may be requested by the Board.
- B.2.13 A teacher-on-call who is engaged for a full day, but who is utilized for only a portion of that day, shall be paid a full day's wage.

- B.2.14 a. For pay purposes, no teacher-on-call assignment shall be for less than 0.4 of a day, except for a teacher who is being paid on scale at the time of the on-call assignment.
- b. Teachers-on-call, who are being paid on scale, shall be paid an hourly rate which is one-fifth (1/5) of the equivalent per diem of that teacher's placement on scale, for the time on the assignment, the per diem rate being 1/200 of the teacher's annual salary on scale. [See LOU #104 for amendments effective September 1, 2008.]
- B.2.15 Teachers-on-call shall be paid on a bi-weekly basis excluding July and August, payment to be made not later than eight (8) days after the pay period end date. The Board agrees to provide to each school in September a teacher-on-call payroll pay date schedule for the forthcoming year.

### **ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION**

**PCA Article B.3 is not applicable in S.D. No. 63 (Saanich).**

### **ARTICLE B.4 EI REBATE**

- B.4.1 The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
- B.4.2 The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

### **ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN**

- B.5.1 In this Article:
- a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
- b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
- B.5.2 Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.

- B.5.3 The BCTF Plan shall be made available in all districts not included in Article B.5.2.
- B.5.4 The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
- B.5.5 The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
- B.5.6 If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
- B.5.7 Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
- a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
- B.5.8 An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
- B.5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- B.5.10 Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
- B.5.11 The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

## **ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE**

- B.6.1 Effective July 1, 2006, the employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.

B.6.2 In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.

B.6.3 The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

## **ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

### **B.7.1 Private Vehicle Damage**

Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

### **B.7.2 Personally Owned Professional Material**

The employer shall reimburse an employee to a maximum of \$150 for loss, damage or personal insurance deductible to personally owned professional material brought to the employee's workplace to assist in the execution of the employee's duties, provided that:

- a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;
- b. The claim for loss or damage exceeds ten (10) dollars;
- c. If applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the employer;
- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement*

## **ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN**

B.8.1 Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.

B.8.2 A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.

- B.8.3 An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to clause 5 of this Article.
- B.8.4 An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- B.8.5 Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
- B.8.6 Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- B.8.7 An employee's accumulation in the Plan including her/his interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
- B.8.8 Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
- B.8.9 The employer shall inform employees of the Plan at the time of hire.
- B.8.10 Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

## **ARTICLE B.9 PAY PERIODS**

PCA Article B.9.1 to B.9.3 is not applicable in SD No. 63 (Saanich). See B.9.4 below.

### **Local Provisions:**

- B.9.4 The annual salary of teachers shall be paid twice monthly for a ten month period, September to June, and the pay dates shall be on the 15<sup>th</sup> or the 16<sup>th</sup> when the 15<sup>th</sup> falls on a Sunday of each month and the last banking day of each month in that period.

## **ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE**

B.10.1 An employee who is required by their employer to use their private vehicle for school district related purposes shall receive the following reimbursement:

Effective July 1, 2006 – 47 cents/kilometer  
Effective July 1, 2007 – 48 cents/kilometer  
Effective July 1, 2008 – 49 cents/kilometer  
Effective July 1, 2009 – 50 cents/kilometer

B.10.2 The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.

B.10.3 The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

### **PCA Article B.10.4 and B.10.5 do not apply in School District No. 63 (Saanich)**

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.*

## **ARTICLE B.11 BENEFITS**

B.11.1 The Extended Health Care Benefit shall be amended to provide an unlimited lifetime maximum.

### **Local Provisions:**

B.11.2 Group Insurance

The Board has agreed to participate in the group insurance plan in which upon implementation there were at least 50% of the eligible applicants who became members. Premiums will be shared on the basis of the Board paying 80% and the teacher paying 20%. All teachers entering the employ of this school district on or after January 1, 1969 are required to participate in the B.C.T.F.-B.C.S.T.A. Group Insurance Plan under the terms specified. The brochure outlining the Group Insurance Plan will be mailed with notice of appointment to all teachers.

B.11.3 Medical Coverage

Teachers may participate in the B.C. Medical Plan (M.S.P.) effective upon appointment. The premiums will be shared 80% by the Board and 20% by the teacher.

B.11.4 Extended Health Plan

The Board will participate in an Extended Health Benefit Plan in which a minimum 70% teacher membership is required from the District. The premiums will be shared 80% by the Board and 20% by each participating teacher.

B.11.5 Dental Plan

The Board will participate in a Dental Plan. Premiums will be shared 80% by the Board and 20% by the participating teacher.

B.11.6 Continuation of Fringe Benefit Premiums

Where a teacher is on medical leave of absence, following the termination of statutory sick leave, the Board will continue to provide its share of the premiums during the period a teacher is in receipt of B.C.T.F. Salary Indemnity fund benefits and, where necessary, a further period of one calendar year where the teacher is in receipt of benefits from a long-term disability salary continuance plan for each of the plans the teacher was a participant in at the time the absence began.

B.11.7 Benefit Plans Improved Coverage

The Board shall provide funding to provide for the improvements (outlined below) to the benefit plan coverage.

- a. Dental
  - \$2000 maximum on orthodontics
  - to add orthodonture coverage for adults
  - yearly maximum on plans (A & B) = \$2500
- b. E.H.B.
  - vision care (\$200 per 2 year period per person)
- c. Life
  - schedule B coverage instead of schedule A

B.11.8 Employee/Family Assistance Plan

The parties agree to mutually develop and implement an Employee Assistance Program, the costs of which shall be paid sixty percent (60%) by the Board and forty percent (40%) by the Association, provided that the total annual cost of such program is \$17,000.00 or less, including implementation costs in the first year.



## **ARTICLE B.12 CATEGORY 5+ [Effective September 1, 2007]**

### **B.12.1 Eligibility for Category 5+**

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
  - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
  - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
  - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
- b. Post undergraduate diplomas agreed to by the TQS; or
- c. Other courses or training recognized by the TQS.

### **B.12.2 Criteria for Category 5+**

- a. The eligibility requirements pursuant to B.12.1 must not have been used to obtain Category 5.

### **B.12.3 Salary Rate Calculation**

- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.
- b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.
- c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.

### **B.12.4 Application for Category 5+**

- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.
- b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

## **Transition Process**

Note 1:

1. In school districts where Category 5+ existed on June 30, 2006:
  - a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable.
  - b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.
2. In school districts where Category 5+ is being newly implemented:
  - a. This Article shall be effective retroactively to April 1, 2006. Employees shall have until June 30, 2008 to submit to the employer the TQS Category 5+ Card for payment of a retroactive salary adjustment.

Note 2:

Upon the conclusion of the Transition Process above, the provisions of this Article shall supersede and replace all previous provisions which addressed the same or similar matters.

See Letter of Understanding No. 14 for additional transition provisions.

## **ARTICLE B.26 EXPERIENCE RECOGNITION**

- B.26.1 Dependent on the teacher producing satisfactory evidence, previous teaching experience accumulated up to the time of appointment will be recognized for salary purposes as follows:
- a. Relevant/equivalent teaching experience gained in government-supported and inspected public schools in all countries will be recognized in full.
  - b. All other teaching experience, including private and independent schools, colleges, and universities, will be subject to assessment and approval prior to the recognition and granting of any credit for such experience. Previous teaching experience will be evaluated by the Superintendent or designate.
  - c. Every effort must be made to submit the notice of application for documentation to the Secretary-Treasurer within 30 teaching days of the first day of classroom instruction.
  - d. Pay for previous teaching experience will be retroactive to the first day of classroom instruction, provided that the required documentation is received by the Secretary-Treasurer on or before May 31 in the same school year. In the event of extenuating circumstances the Board will extend the May 31 date.

## **ARTICLE B.27 INCREMENT DATES**

- B.27.1 The increment date shall be the 1<sup>st</sup> of September or the 1<sup>st</sup> of January following the month in which applicable experience accumulated is achieved.
- B.27.2 Eight months of full time employment in any one year, or its equivalent as described below, shall constitute a year's experience for increment purposes.
- B.27.3 Teachers appointed in the B.C. Public Schools as part-time teachers shall accumulate experience credit proportional to the percentage of time they are employed. When the accumulative experience over a number of years is equal to eight months full time employment, the increment date provisions shall apply.
- B.27.4 Periods of part-time employment equated to full time employment may be added to periods of full time employment for accumulation towards years of credit.

## **ARTICLE B.28 CHANGE IN SALARY CATEGORY**

- B.28.1 Any teacher who intends to apply for a change in salary category must notify the Secretary-Treasurer in writing by September 15<sup>th</sup> in which case the change in salary category becomes effective for payroll purposes on September 1<sup>st</sup> in that school year. Any teacher who intends to apply for a change in salary category must notify the Secretary-Treasurer in writing by January 15<sup>th</sup> in which case the change in salary category becomes effective for payroll purposes on January 1<sup>st</sup> in that school year.
- B.28.2 In the case of teachers improving salary category, satisfactory evidence shall be provided by the teacher to the Secretary-Treasurer of the Board on or before the 30<sup>th</sup> day of November in that year in order to become effective as of September 1<sup>st</sup> in that school year, or before April 30<sup>th</sup> in that year in order to become effective as of January 1<sup>st</sup> in that school year. If no documentation or other satisfactory evidence is produced to the Board by the said November 30<sup>th</sup> or April 30<sup>th</sup> the teacher will be paid on the basis of his or her salary category held previously.

## **ARTICLE B.29 RECOGNITION OF NON-TEACHING EXPERIENCE**

- B.29.1 On the teacher producing satisfactory documentary evidence:
- a. The Board will pay a teacher above scale placement if the previous non-teaching experience of a teacher is considered valuable commensurate with his/her teaching position.
  - b. If this teacher in subsequent teaching service no longer offers sufficient instruction in the original subject area then his/her remuneration above scale may be subject to revision. The Association will be notified if a teacher is placed on a different scale than his/her certification and/or experience warrants.
  - c. Previous non-teaching experience will be evaluated by the Superintendent or designate.

## **ARTICLE B.30      LETTERS OF PERMISSION**

B.30.1    Persons holding a letter of permission with or without university training will be placed in a category as determined after evaluation of each individual's qualifications by the Superintendent or designate.

## **ARTICLE B.31      PART TIME TEACHERS' PAY AND BENEFITS**

- B.31.1    Part-time employees shall be paid their applicable scale placement, prorated on the basis of that portion of the instructional week actually worked.
- B.31.2    When a statutory holiday falls on a normal school day (Monday - Friday) and a part-time teacher is not scheduled to work on that day, the teacher shall be granted equivalent time-off, prorated on the basis of the teacher's assignment, with the Board assuming the cost of the teacher-on-call.
- B.31.3    Teachers who transfer from a full time assignment to a part-time assignment under Article C.15.1 may, for pension purposes, request and shall be granted a leave of absence from the full time position, so as to be eligible to purchase pensionable service in accordance with the Pension (Teachers) Act.

[Note: For Part Time Teachers' Terms and Conditions, see Article C.15.]

## **ARTICLE B.32      DISTRICT POSITIONS OF SPECIAL RESPONSIBILITY**

- B.32.1    Teachers may be assigned to the following categories of positions of special responsibility at the District level:
- a.        District Support Teacher
  - b.        Any other District Position of Special Responsibility created by the Board.
- B.32.2    The Board shall create a profile of duties and responsibilities for each of the above categories, after consultation with the incumbents occupying the positions in each category and the Association. The Board shall maintain the profiles so that they remain current, in consultation with the Association and the incumbents.
- B.32.3    The Board will consult with the Association and appropriate staff whenever a new District Position of Special Responsibility is planned, or when the duties of existing positions are to be changed within the above categories. When such positions are created or changed, the allowance to be paid shall be the subject of negotiation between the Board and the Association.
- B.32.4    The Board will not eliminate District Positions of Special Responsibility within the above categories without consultation with the Association or change District Positions of Special Responsibility without consulting both the incumbent(s) and the Association.

- B.32.5 Vacancies in positions of special responsibility in the bargaining unit shall be posted in all schools and centres of the School District and may be advertised externally. Such postings or advertisements shall include a general description of the vacant position, a general description of the necessary qualifications as defined in Article E.14.4, a general description of the requirements of the position, the percentage of time of the assignment and the yearly allowance which applies.
- B.32.6 Successful applicants must possess the necessary qualifications as defined in Article E.14.4 and must be able to perform the requirements of the special responsibility position. Where two or more applicants have equal qualifications and requirements to perform the responsibilities of the position, the teacher with the greatest seniority shall have preference.
- B.32.7 Teachers selected to fill positions of special responsibility shall be on continuing teaching contracts, with the percentage of time to be spent in the position to be established by the Board. The term of an assignment to a position of special responsibility at the District level shall normally be three (3) years, renewable at the Board's discretion. When educational needs require, the Board may, after consulting with the Association, create a new position or renew an existing position for a term of less than three (3) years.
- B.32.8 The annual allowances applicable to positions of special responsibility shall be as set-out in Article B.33. Such allowances shall be pro-rated in accordance with the percentage of time the incumbent is assigned to the position in each year. The allowance at the District level shall not be pro-rated to less than fifty percent (50%) for the period of the assignment. However, the allowance for a teacher assigned to a District Position of special Responsibility as of February 1, 2003, shall remain pro-rated at 70% as long as he/she remains in the position.

## **ARTICLE B.33 ALLOWANCES**

B.33.1 All increases in allowances in Article B.33 of this Agreement will be computed as part of the negotiated increase on scale.

### **B.33.2 MIDDLE SCHOOL BASED ALLOWANCES**

a. Co-ordinators in middle schools will be paid an allowance of:

July 1, 2006	\$3670 per year
July 1, 2007	\$3761 per year
July 1, 2008	\$3855 per year
July 1, 2009	\$3952 per year
July 1, 2010	\$4031 per year

- b. Department heads in middle schools will be paid an allowance of:

July 1, 2006	\$1838 per year
July 1, 2007	\$1884 per year
July 1, 2008	\$1931 per year
July 1, 2009	\$1979 per year
July 1, 2010	\$2019 per year

- c. Grade or subject chairperson in middle schools will be paid an allowance of:

July 1, 2006	\$1002 per year
July 1, 2007	\$1028 per year
July 1, 2008	\$1053 per year
July 1, 2009	\$1080 per year
July 1, 2010	\$1101 per year

### B.33.3 SECONDARY SCHOOL BASED ALLOWANCES

- a. Co-ordinators in secondary schools will be paid an allowance of:

July 1, 2006	\$4007 per year
July 1, 2007	\$4107 per year
July 1, 2008	\$4210 per year
July 1, 2009	\$4315 per year
July 1, 2010	\$4401 per year

- b. Department heads in secondary schools will be paid an allowance of:

July 1, 2006	\$2001 per year
July 1, 2007	\$2051 per year
July 1, 2008	\$2102 per year
July 1, 2009	\$2155 per year
July 1, 2010	\$2198 per year

- c. Subject chairpersons at the secondary school level will be paid an allowance of:

July 1, 2006	\$1002 per year
July 1, 2007	\$1028 per year
July 1, 2008	\$1053 per year
July 1, 2009	\$1080 per year
July 1, 2010	\$1101 per year

**B.33.4 DISTRICT POSITIONS OF SPECIAL RESPONSIBILITY ALLOWANCES**

- a. District Support Teachers appointed to a District Positions of Special Responsibility will be paid an allowance of:

July 1, 2006	\$8007 per year
July 1, 2007	\$8207 per year
July 1, 2008	\$8413 per year
July 1, 2009	\$8623 per year
July 1, 2010	\$8795 per year

**B.33.5 SCHOOL BASED ALLOWANCES**

Teachers assigned to Positions of Special Responsibility in schools may receive the full allowance as an addition to their salary or, at their request, may have the equivalent amount assigned to a school based account for their use for purposes of professional development or for release time for the preparations of materials and services or for the support of special projects, after consultations between the Principal and the teacher. The request to have a school based account established must be made to the District prior to September 15 of the school year or, when the assignment starts later than September 1, within 10 school days of the start of the assignment. All funds must be expended during the school year in which the funds were assigned. Unspent funds may not be carried forward into the next school year.

**ARTICLE B.34 ON CALL HOSPITAL / HOMEBOUND TEACHERS**

- B.34.1 When a teacher-on-call is assigned in accordance with this article, the teacher-on-call shall be paid on an hourly rate of one-fifth (1/5) of the equivalent per diem of that teacher's placement on scale.
- B.34.2 Hospital/Homebound teachers who are required, in the performance of their duties, to use their personal vehicles for travel to and from more than one (1) work location in any day shall be reimbursed at the Board's mileage rate for all such additional travel.

**ARTICLE B.35 NO CUT IN SALARY AND/OR BENEFITS**

- B.35.1 No teacher presently on staff will incur a reduction in salary because of the implementation of this Agreement.

**ARTICLE B.36 PART MONTH PAY AND DEDUCTION**

- B.36.1 The daily rate for a day's pay and/or a day's deduction under this Agreement shall be 1/200<sup>th</sup> of the current annual salary of the teacher in question.
- B.36.2 Teachers shall be paid one-tenth (1/10) of their current annual salaries in respect of each month, September to and including June, in which they work all prescribed school days.

B.36.3 In the event that a teacher commences work on any day other than the first prescribed school day in a month, or takes unpaid leave and as a result does not work all prescribed school days in a month, that teacher shall be deducted pay in that month on the basis of Article B.36.1, for each day not taught in that month.

## **ARTICLE B.37 EARLY RETIREMENT/ CAREER CHANGE INCENTIVE PLAN**

B.37.1 Eligibility:

- a. Age 55 or 30 years of pensionable service.
- b. Fifteen years of FTE service with the District.
- c. Retire from teaching in this School District.
- d. Be at maximum step on the salary scale.
- e. Teachers must retire at a term or semester break between November 1<sup>st</sup> and January 31<sup>st</sup>.
- f. Teachers shall notify the Board in writing no later than May 1 prior to the year of retirement.

B.37.2 Retirement Allowance:

Teachers qualifying for this plan will be paid a retirement allowance based on the following:

At age 55 - 60	25% of annual salary on scale
At age 61	20% of annual salary on scale
At age 62	15% of annual salary on scale
At age 63	10% of annual salary on scale
At age 64	5% of annual salary on scale

B.37.3 Part time teachers will receive the allowance pro-rata to the percentage of time actually worked averaged over the last five years of service prior to retirement date.

B.37.4 The retirement allowance can be paid over two years in one or two installments as requested by the teacher.

B.37.5 It is understood and agreed by both the Board and the Association that whenever possible teachers new to the District that are hired as a result of the retirement will be at Step 1 of the salary scale.



**ARTICLE B.38      WORK OUTSIDE THE SCHOOL YEAR**

B.38.1    If the Superintendent requests a teacher, or if the Superintendent approves the total staff or teacher request to work on any day beyond the days in session as defined in Article D.14.2, such work will be voluntary. Such teacher(s) will be paid at 1/200 of the teacher's annual salary and be entitled to applicable benefits or granted equal time off during the school year in lieu of pay at the teacher(s) option. The option will be selected at the time of the request.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

- C.1.1      An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.
- C.1.2      The employer shall provide the local with a copy of any notice of resignation when it is received.

### **ARTICLE C.2      SENIORITY**

- C.2.1      Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
- C.2.2      Porting Seniority
- a.      Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
  - b.      Seniority Verification Process
    - i.      The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii.     The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii.    The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
- C.2.3      Teacher-on-Call
- a.      Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
  - b.      For the purpose of calculating seniority credit:
    - i.      Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;

- ii. Nineteen (19) days worked shall be equivalent to one (1) month;
    - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
  - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.
- C.2.4 Effective July 1, 2006, an employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
- C.2.5 No employee shall accumulate more than one (1) year of seniority credit in any school year.
- C.2.6 Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

*Note: The provisions of this Article supersede and replace all previous provisions which are inferior to this article.*

**Local Provisions:**

- C.2.7 In this article, "seniority" applies to continuing and temporary contract teachers and means a teacher's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment, part-time continuing teacher and teacher-on-call assignments. For the purpose of calculating seniority prior to September 1, 1993, any amount of part-time teaching was prorated. Effective September 1, 1993, for the purpose of calculating seniority, any part of a day of service as a teacher-on-call shall equate to a full day, and any contract period as a part-time teacher shall equate to full time.
- C.2.8 In addition to the provisions of C.2.7, seniority shall also include:
- a. Teacher on call seniority accumulated pursuant to PCA Article C.2.3 and C.16.6; and
  - b. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- C.2.9 When the seniority of two or more teachers is equal pursuant to Article C.2.7 and C.2.8, the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- C.2.10 When the seniority of two or more teachers is equal pursuant to Article C.2.9, the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.

- C.2.11 When the seniority of two or more teachers is equal pursuant to Article C.2.10, the teacher with the greatest accumulated FTE time in this school district shall be deemed to have the greatest seniority.
- C.2.12 For the purposes of this article, leaves of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
- a. maternity leave, to a maximum of two years per child;
  - b. educational leave, of up to two years;
  - c. leave for duties with the Association or the B.C. Teachers' Federation;
  - d. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program or the College of Teachers;
  - e. time for illness covered by B.C. Teachers' Federation salary indemnity fund or long-term disability insurance;
  - f. leave for teaching with Department of National Defence or Canadian Universities Services Overseas, to a maximum of two years;
  - g. all other leaves approved by the Board to a maximum of two years;
  - h. Compassionate Care Leave pursuant to G.2.
- C.2.13 For the purposes of this article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of two years, or by layoff and recall pursuant to Article C.3. Seniority credits ported from S.D. No. 63 (Saanich) to another school district pursuant to Article C.2.2 shall not be recognized unless such credits are subsequently ported back to S.D. No. 63 (Saanich) pursuant to Article C.2.2.
- C.2.14 Any approved leave of absence shall be deemed not to break continuity of service.
- C.2.15 The Board shall, by November 1<sup>st</sup>, forward to the Association a list of all teachers employed by the Board, in order of seniority calculated according to Article C.2.9 to C.2.14 above setting out the amount of seniority for each teacher as of September 1<sup>st</sup> of that year.
- C.2.16 The Association shall bring to the attention of the Superintendent any errors in the seniority list on or before December 1<sup>st</sup>. If the Association does not so notify the Board by December 1<sup>st</sup>, the list shall be deemed to be accurate for that year.
- C.2.17 The Board agrees to provide to the Association copies of the Board's notification pertaining to members' leave, resignation, termination, layoff and recall, transfer and appointment.

### **ARTICLE C.3 LAYOFF, RECALL AND SEVERANCE PAY**

- C.3.1 Layoff
- a. The Board and the Association agree that increased length of service in the employment of the Board entitles teachers on continuing contract commensurate increase in security of teacher employment. This layoff and recall article applies to continuing contract teachers.

- b. When the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- c. In this article, “necessary qualifications” in respect of a teaching position means a reasonable expectation, based on any or all of the following: certifications, training, education, experience, enrollment in relevant courses and past teaching performance of a teacher, that the teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- d. The Board shall give each teacher it intends to layoff pursuant to this article as much notice as reasonably possible but a least 30 days’ notice in writing, such notice to be effective at the end of the school term or semester, and to contain the reason for the layoff. The Board shall concurrently forward a copy of such notice to the Association. Teachers who are laid off shall be placed on a layoff/recall list.

#### C.3.2 Recall

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer recall to the teacher under the conditions outlined in Article C.3.2.e who has the most seniority among those laid off pursuant to this article, provided that the teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority, provided that teacher possesses the necessary qualifications, and the process shall be repeated until the position is filled.
- b. A teacher who is offered recall shall inform the Board whether or not the offer is accepted, within 48 hours of the acknowledged receipt of such offer, exclusive of weekends and statutory holidays.
- c. The Board shall allow ten (10) days from an acceptance of an offer under Article C.3.2.b for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed.
- d. A teacher’s right to recall under this article is lost:
  - i. if the teacher refuses to accept two positions for which he/she possesses the necessary qualifications;
  - ii. forty (40) calendar months elapse from the date of layoff under this article and the teacher has not been recalled.

- e. Upon recall, a teacher shall retain his/her continuing appointment recall status even though this recall may be for a specified term and/or for a percentage of employment different from the continuing appointment recall status. This permits the Board to employ teachers on the recall list in temporary assignments without jeopardizing the teacher's right to recall otherwise contained in this agreement.
- f. A teacher recalled pursuant to this article shall be entitled to all sick leave credit accumulated at the date of layoff.
- g. A teacher who retains rights of recall pursuant to Article C.3.2 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement by payment of the full costs of such benefits to the Board, in advance, subject to the approval of the insurance carrier and provided that the teacher is not otherwise employed.
- h. The responsibility for maintaining regular contact and filing a current telephone number and address with the District Administrator responsible for personnel will be with the teacher. If the first contact with the teacher cannot be made by telephone, a double registered letter will be sent to notify the teacher of the job offer.

### C.3.3 Severance Pay

- a. A teacher who is laid off under Article C.3.1.b and C.3.1.d, shall be entitled to the following severance pay:
  - i. one week's pay for less than five (5) months' teaching service with the Board;
  - ii. one additional week's pay for each five (5) months' teaching service or portion thereof with the Board thereafter to a maximum of one year's salary.
- b. A teacher who receive severance pay pursuant to this article, and who, notwithstanding Article C.3.2.a, is subsequently rehired by the Board, shall retain one week's pay for every five (5) school months he/she has been laid off. The remainder shall be returned to the Board. The payback will be by lump sum payment or by salary deductions over a six-month period, the method of payback to be selected by the individual teacher.
- c. One week's pay shall be defined as  $5/200^{\text{th}}$  of the annual salary grid placement.

## **ARTICLE C.12 CONTRACT OF EMPLOYMENT**

C.12.1 All teachers employed by the Board shall be placed on a continuing contract of employment except for Teachers-on-Call and Temporary Contract Teachers.

C.12.2 The Board may appoint teachers to temporary contracts of specified term only in the following circumstances:

- a. to replace, for a period of one school year or less, a continuing teacher during that teacher's leave of absence; or
  - b. to fill a temporary vacancy that arises during the school year, to the end of that school year, or
  - c. upon completion of twenty consecutive teaching days or more in one teacher-on-call assignment and for a term to coincide with the return of the teacher being replaced, or June 30, whichever comes first. At the end of such assignment the teacher shall be laid off and be entitled to re-engagement pursuant to C.12.4 below.
- C.12.3 The Board agrees to provide the Association, by November 1 of each year, with the following:
- a. a list of temporary teachers in the employ of the Board;
  - b. a list of all teachers on leave of absence;
  - c. a list of those positions referred to in C.12.2.b above.
- C.12.4 Teachers who have been employed by the Board on one or more temporary contracts shall be entitled to further continuing or temporary positions as they become available during the next twenty-four months following the last day of employment. The teachers selected for available positions shall be those with the greatest seniority, provided they possess the necessary qualifications for the positions available.
- C.12.5 Teachers who have been employed by the Board on one or more temporary contracts shall be granted a continuing contract of employment after the completion of fifteen (15) aggregate months over a period of four years.
- C.12.6 The Board may move to dismiss for less than satisfactory teaching performance a newly hired continuing contract teacher, in his/her first ten (10) months of employment only, if that teacher has received two (2) less than satisfactory reports pursuant to the conditions laid out in Article C.14.1 to C.14.6 AND subject to the appropriate conditions of C.14.12 and C.14.13. All evaluations shall be made pursuant to Article E.19.

**ARTICLE C.13        DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE; DUE PROCESS**

- C.13.1 The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.
- C.13.2 Where any employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact and of the particulars of any allegations immediately unless reasonable grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.

- C.13.3 Unless the Association waives the right to such meeting, the Board shall not suspend (other than a suspension to which Section 15(5) of the School Act reasonably applies) or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
- a. the employee and the Association shall be given 72 hours' notice;
  - b. at the time such notice is given, the employee and the Association shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
  - c. the Association on behalf of the teacher may file a written reply to the allegations prior to the meeting;
  - d. at such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Association, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board;
  - e. the decision of the Board shall be communicated in writing to the teacher and the Association and shall contain a full and complete statement of the grounds for the decision.
- C.13.4 Where an employee is suspended under Section 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Association.
- C.13.5 The Board shall not release to the media or the public information in respect of the discipline or dismissal of a teacher while it is under arbitration or before the courts. At other times, the Board shall not release the information except after first attempting to issue a joint press or information release, and failing this, either party shall notify the other of the general content of a release.
- C.13.6 Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
- C.13.7 At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.24 (Personnel Files) may be presented.
- C.13.8 Where an employee has been suspended on grounds set out in Section 15(4) of the School Act, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter, the teacher is convicted of the offence charged; or the Board proceeds according to C.13.1 in which case an arbitrator shall have final authority in the matter.



## **ARTICLE C.14      DISMISSAL FOR CAUSE BASED ON PERFORMANCE**

- C.14.1 When a final report written in accordance with Article E.19 (Teacher Evaluation) is issued and indicates a less than satisfactory situation, the Association shall be notified and a plan for improvement shall be prepared.
- C.14.2 Where possible, the plan for improvement will be developed jointly by the teacher, a representative of each of the Association and the Board who shall meet within seven days of the issuance of the report. Should the parties not agree, then the Board shall develop the plan. If deemed necessary, the plan may provide for the immediate placement of the teacher in a remedial program away from the classroom.
- C.14.3 The Board shall be responsible for the costs of the plan.
- C.14.4 Should it be determined during the development of the plan that extenuating circumstances are affecting the teacher's performance, then referral of the teacher to appropriate resources shall be considered.
- C.14.5 A second report writing cycle shall be initiated on the completion of the improvement plan or after three (3) months have passed from the issuance for the first report, whichever occurs first. The second report shall be written by a report writer (Superintendent, Deputy Superintendent and Assistant Superintendent) different from the first report writer.
- C.14.6 During the second report writing cycle, a minimum of one observation to a maximum of one-half (1/2) of the visits shall be unannounced.
- C.14.7 Should the second report indicate a satisfactory situation, the next report shall be written pursuant to Article E.19.3 (Teacher Evaluation).
- C.14.8 Should the second report indicate a less than satisfactory situation, the Association shall be notified and the plan for improvement as outlined in Article C.14.2 shall be reviewed and if deficiencies have not been corrected, the plan will be extended. A third report writing cycle shall be initiated on the completion of the extended improvement plan or after at least thirty (30) teaching days have passed from the issuance of the second report. The third report may be written by either the first evaluator, the Superintendent, or a Deputy Superintendent or an Assistant Superintendent as determined by the Superintendent.
- C.14.9 The third report shall be written in a period not less than 12 calendar months and not more than 24 calendar months from the date of issuance of the first report.
- C.14.10 Should the third report indicate a satisfactory situation, the next report shall be written pursuant to Article E.19.3 (Teacher Evaluation).
- C.14.11 The Board may dismiss for cause a teacher who has received three consecutive less than satisfactory reports, pursuant to Article E.19 (Teacher Evaluation) in a period of not less than 12 calendar months nor more than 24 months, exclusive of leaves of absence.

C.14.12 If the third report indicates a less than satisfactory situation and the Board intends to dismiss the teacher, the Board shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and his/her representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.

C.14.13 Where the Board dismisses a teacher for a less than satisfactory teacher performance the teacher shall be entitled to thirty (30) calendar days notice.

## **ARTICLE C.15 PART-TIME TEACHERS TERMS AND CONDITIONS**

C.15.1 A full-time teacher may, without prejudice to that appointment, request a part-time appointment. The teacher shall specify the fraction of time and the period for which the part-time assignment is requested, at the time of making the request. The Board shall not unreasonably deny such requests.

C.15.2 A teacher, who receives a part-time appointment under section C.15.1, shall be entitled to return to a full time assignment, similar to the one previously occupied, at the start of the school year immediately following expiration of the part-time appointment. The teacher may return to a full time assignment at an earlier date, or may extend the period of part-time appointment, upon the approval of the Board.

[Note: For Part Time Teachers' Pay and Benefits see Article B.31.]

## **ARTICLE C.16 TEACHERS-ON-CALL, TERMS AND CONDITIONS OF EMPLOYMENT**

C.16.1 a. The Board shall maintain an on-call list of teachers holding valid B.C. Teacher Certificates, who have applied to have their names placed on the list for the current school year, and who have been approved for such inclusion by the Superintendent or designate.

b. Once approved for inclusion under sub-section (a), the Board shall not remove a teacher from the on-call list during that school year except for just and reasonable cause, with written reasons to be given to the affected teacher and a copy to the Association.

c. The Board shall forward a copy of the on-call list to the Association in the months of October and January of each school year, and copies of any updated lists.

C.16.2 A non-certified teacher-on-call will be hired, pursuant to section 19(2) of the School Act, only when no qualified, certified teacher-on-call is available.

C.16.3 The deployment of teacher-on-call within a particular school is the responsibility of the Administrative Officer, who will, under normal circumstances, have the teacher-on-call assume only the duties of the teacher he/she is replacing. For sound educational reasons, an administrative officer may request a teacher-on-call to take an assignment different than that of the teacher he/she is replacing.

- C.16.4 A teacher-on-call in the same assignment for twenty (20) teaching days is entitled to earn sick leave credits at the same rate as continuing teachers and those credits will be applied when the teacher gains employment on a continuing contract.
- C.16.5 Teachers-on-call who are assigned full time shall accumulate experience credit for increment purposes pursuant to Article B.27, with twenty (20) days of such service equaling one (1) month of service.
- C.16.6 Teacher-on-call service shall be recognized for purposes of seniority under Article C.2 after twenty-five (25) days aggregate in any one (1) school year, and will be credited when the teacher is appointed to a temporary or continuing contract. [See also PCA Article C.2.3]
- C.16.7 Work Week for Teachers-on-Call
- Teachers-on-Call may aggregate no more than 1.0 time during a school week. In the unusual circumstance that it is necessary to have a teacher-on-call aggregate more than 1.0 time in a week the Saanich Teachers' Association shall be notified and be given the reasons.
- C.16.8 When the Board posts and fills a vacancy under Article E.13 and E.14, and when no qualified applicant is available from any of the categories set-out in Section E.14.2, the Board will consider the applications from teachers-on-call who have taught in the District for fifty (50) or more days in the ten (10) teaching months immediately preceding their application. Thereafter, the Board may consider the application(s) from any other applicant.
- C.16.9 a. In addition to the provisions of this article, the following articles of this Agreement shall apply to teachers-on-call:
- union recognition
  - union membership and dues deduction
  - picket lines
  - no discrimination
  - sexual harassment
  - placement on scale/experience recognition
  - basic scale
  - salary
  - teacher on call pay and benefits
  - reimbursement for personal property loss
  - category 5+
  - term and renegotiation
  - health and safety
  - posting and filling of vacancies
  - seniority
  - personnel files
  - change in certification
  - non-instructional days
  - professional autonomy
  - extra-curricular activities
  - hours of instruction/prep time

- supervision
- recognition of previous teaching experience
- recognition of non-teaching experience
- copy of agreement
- letters of permission
- annual increments
- no salary reduction
- grievance procedure
- professional development funding  
(as per Article F.15.1.c)

b. The following will apply after a teacher-on-call has been in the same assignment for fifteen (15) or more teaching days or twenty-five (25) aggregate teaching days in the previous twelve (12) calendar months:

- i. - Time lost through injury (benefits for which the Board is responsible will extend for the number of days equivalent to the teacher's service in the District in the twelve (12) calendar months prior to the accident).

c. Retired Teachers acting as TOC's

A Teacher who has retired and who has applied to have his/her name on the Teacher-on-Call List may be added to the Teacher-on-Call List for those instructional areas in which the teacher is qualified and the district has a shortage of available qualified Teachers-on-Call. The teacher shall not receive rights to temporary teacher contracts (C.12.2.c), benefits (B.2.4) or pay-in-lieu of benefits (B.2.5 and B.2.8), pension contribution, sick leave credits (C.16.4), experience (C.16.5), or seniority credit (C.16.6). The teacher shall be restricted to teaching in the instructional areas identified in the Teacher-on Call List.

#### C.16.10 Teacher-on-Call Evaluation

a. The purpose of evaluation is to provide an accurate and objective record of performance which may include:

- professional qualities
- classroom management
- instructional skill.

b. Evaluation reports under this article shall be written independently by:

- an Administrative Officer of the school involved; or
- any other employee who is qualified pursuant to the School Act and Regulations.

- c. A teacher-on-call, who has attained at least fifty (50) or more days in the ten (10) teaching months immediately preceding his/her application and who has taught ten (10) accumulated days in the school, or who has taught thirty (30) days, or portions thereof, in the same assignment in the District is eligible for and may request an evaluation from an Administrative Officer in that school. Only one evaluation may be requested in any twenty (20) teaching month period.
- d. Where necessary, the teacher-on-call may arrange with another teacher for a teaching time to complete the evaluation. This teaching time will be voluntary on the part of the teacher-on-call.
- e. The report shall be a short report consisting of one (1) or two (2) visits by the Administrative Officer, whichever is mutually agreeable.
- f. During the evaluation cycle, there will be pre and post discussions between the evaluator and the teacher-on-call.
- g. Reports shall be based on observations and objective data collected and discussed by the evaluator with the teacher-on-call. The report shall include a statement which reflects the relationship between teaching assignment, training, expertise and experience in the assignment.
- h. Involvement or non-involvement in extra-curricular activities, participation in union activities or matters not directly related to teaching duties shall not form any part of the evaluation or evaluation report on a teacher-on-call. However, a teacher-on-call may request an attachment to the report on any additional voluntary activities in which he/she is involved with students, staff or professional organizations.
- i. The teacher-on-call may request an attachment to the report that contains information on any up-grading or professional development stemming from the report.
- j. The final report will be presented within fifteen (15) teaching days of the last observation.
- k. In the event of a disagreement between the report writer and the teacher-on-call over the content or wording of the draft report, which cannot be resolved through discussion, the teacher-on-call may submit a written comment and have it attached to the report.
- l. Discussions, observations and the final report shall be based upon the criteria outlined on the Teacher On Call Evaluation Form. The completed form will comprise the written report.
- m. A copy of the report will be placed in the teacher-on-call's file at the School Board Office.
- n. The report will be considered an official report for hiring purposes.

## **SECTION D      WORKING CONDITIONS**

### **ARTICLE D.1      INTENTIONALLY LEFT BLANK**

### **ARTICLE D.2      INTENTIONALLY LEFT BLANK**

### **ARTICLE D.3      ALTERNATE SCHOOL CALENDAR**

- D.3.1      In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
- D.3.2      When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
- D.3.3      The process outlined below in Article D.3.4 thru Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
- D.3.4      If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.
- D.3.5      The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- D.3.6      In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
- D.3.7      The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
- i.          Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - ii.        Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii.       Within a further five (5) working days, the parties shall exchange initial written submissions;

- iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

Note: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.

#### **ARTICLE D.4 PREPARATION TIME**

PCA Article D.4 does not apply in School District No. 63 (Saanich). See Article D.15

#### **ARTICLE D.5 MIDDLE SCHOOLS**

PCA Article D.5 does not apply in School District No. 63 (Saanich).

#### **ARTICLE D.13 SUPPORT FOR INCLUSION OF SPECIAL NEEDS STUDENTS**

D.13.1 — D.13.6 Intentionally left blank

D.13.7 Personal/Health Care Support — See Article D.27.1

D.13.8 Supervision

The classroom teacher shall not be responsible for the supervision of physically handicapped/medically fragile (Level 2 and 3) students:

- a. during coffee and lunch breaks for special needs support staff.
- b. before and after regular class hours

D.13.9 In-Service Professional Development

Where the teacher is requested by the Board and volunteers to participate in professional development activities, at a time he/she is not scheduled to work, that teacher shall be paid at the rate of 1/200 of salary for each day of in-service or, at the teacher's discretion, time off in lieu of such payment.

D.13.10 Intentionally Left Blank

## **ARTICLE D.14      REGULAR WORK YEAR FOR TEACHERS**

Pursuant to the standard school calendar established by legislation and regulation:

- D.14.1 The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year.
- D.14.2 a. The regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year excluding Saturdays and Sundays, statutory holidays, Christmas break and Spring break. If the last Friday in June falls on or before June 25 the regular work year will end on June 30.
- b. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday then the school shall reopen on the following Tuesday.
- c. The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
- D.14.3 The regular work year for teachers shall include no fewer than five (5) non-instructional days for professional development and/or parent-teacher interviews and/or report card preparation;
- D.14.4 Four (4) days of one hour early dismissal shall be provided each year for the purpose of facilitating parent-teacher interviews.
- D.14.5 Teachers of Primary 1 (kindergarten) students shall be provided five (5) consecutive instructional days after the opening day for phased-in Primary 1 student entry.
- D.14.6 The last day in the regular work year shall be an administrative day and no teacher shall be required to offer instruction.
- D.14.7 Subject to the approval of the Superintendent, the opening day of a school may be shortened for some or all of the students of the school and may provide for different dismissal times for different students of the school.
- D.14.8 As a part of their regular duties, part-time teachers shall participate in attendance on Non-Instructional Days as follows:
- a. Part-time teachers who work part of each day shall participate in a Non-Instructional Day on at least a pro-rated basis to the teacher's assignment;
- b. Part-time teachers who do not work on each instructional day shall participate in a Non-Instructional Day for their normal instructional time when the Non-Instructional Day occurs on that day of work;



- c. Part-time teachers requested by the administrator to participate in a Non-Instructional Day longer than their scheduled time, or on a day not scheduled for work, shall be compensated in the form of pay or time-in-lieu as set out in B.38.1, the form of such compensation to be determined by the teacher

Note: For work outside the school year, see Article B.38.

## **ARTICLE D.15 HOURS OF INSTRUCTION/PREP TIME**

D.15.1 The instructional time for full-time teachers shall not exceed:

- a. 25 hours per week for elementary teachers;
- b. 27 hours per week for middle school teachers;
- c. 27.5 hours per week for secondary teacher.

Instructional time shall be defined as time during the instructional week devoted to the teaching of courses and lessons, and shall include time assigned to supervise curricular activities, including study periods, prep time, recess, period changes and the "morning break".

D.15.2 The Board and the Association recognize that preparation time can be of education benefit. Each school shall organize in such a manner that will provide preparation time for every teacher as follows:

- a. A full-time teacher assigned to an elementary school shall be entitled to a minimum of 100 minutes each week for preparation time.
- b. Effective September 1, 1991, a full-time teacher assigned to a middle school shall be entitled to a minimum of 135 minutes each week for preparation time.
- c. A full-time teacher assigned to a secondary school shall be entitled to a minimum of 12 ½% of the instructional time in that school.

D.15.3 Part-time classroom teachers with an assignment of 0.4 FTE or more shall be entitled to pro-rated non-instructional preparation time.

D.15.4 Elementary prep time will be allotted in blocks of not less than 20 minutes.

D.15.5 Assignments shall be scheduled in consecutive teaching blocks allowing for a maximum break in instruction of one hour per day in elementary schools and one instructional block per day in secondary schools.

## **ARTICLE D.16 HOME EDUCATION**

- D.16.1 Educational services required for home education students as defined in School Act, Part II, Div. 4, Sec. 12 & 13 and School Act Regulations, Section (3), shall be provided by one of the following:
- a. an administrative officer,
  - b. a teacher-on-call,
  - c. a full-time teacher provided with additional release time, mutually agreed upon by the teacher and the applicable administrative officer, or
  - d. a part-time teacher through an appropriate percentage increase in his/her teaching assignment, mutually agreed upon by the teacher and the applicable administrative officer.

## **ARTICLE D.17 SUPERVISION DUTIES**

- D.17.1 No teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission.
- D.17.2 In addition to D.17.1 above, no teacher shall have more than 30 minutes per week of required supervision duty.
- D.17.3 In the application of D.17.2 above, the staff of each school, including the administrative officer, shall agree on the required supervision duties and shall ensure that such duties are assigned in an equitable manner.

## **ARTICLE D.18 PARENT TEACHER INTERVIEWS**

- D.18.1 The Board agrees that parent/teacher interviews constitute informal reports pursuant to *School Act Regulation Section 4. (2)(b) and (3)*.

## **ARTICLE D.19 TECHNOLOGICAL CHANGE**

- D.19.1 Definition

Technological change shall be defined as:

- a. the introduction by an employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business; or
- b. a change in the manner, method or procedure in which the employer carries on his work, undertaking or business that is related to the introduction of that equipment or material.

#### D.19.2 Notice and Discussion

When the Board is considering a technological change it will inform the Association. When the Board intends to introduce a technological change which affects the terms, conditions of employment of a number of teachers to whom the collective agreement applies and alters significantly the basis on which the collective agreement was negotiated, the Board shall notify the Association in writing. Such notice shall be given at least ninety (90) days before the introduction of the technological change. As soon as possible, once such notice is given, the Board agrees to discuss the matter with the Association.

#### D.19.3 Information

- a. The notice of intent to introduce a technological change shall contain:
  - i. the nature of the change;
  - ii. the effective date of the change;
  - iii. the approximate number, type and location of teachers likely to be affected by the change;
  - iv. the effects or anticipated effects on the teachers concerned.
- b. The Board shall update this information as new developments arise and modifications are made.

#### D.19.4 Negotiation

Once notice of a technological change has been given, the Board shall, at least sixty (60) days before the intended change, negotiate with the Association ways in which employees in the bargaining unit who will be affected can adjust to the effects of the technological change. These adjustments will include but will not be limited to retraining, transfer, severance and safety considerations. Should the parties fail to reach agreement, the outstanding problems would be subject to resolution through the Grievance Procedure, Article A.6 of this Agreement.

D.19.5 The Board will provide access to appropriate technology for teachers to perform duties consistent with modern practice. This shall include computers and peripherals in the workplace to complete report cards and maintain assessment records as well as access to the internet at the worksite.

D.19.6 Where a change in technology requires teachers to change their practice in the use of that technology, the Board shall provide access to training to facilitate that change. Training would normally take place during in-service sessions.

#### D.19.7 Resulting Agreements

When the parties agree to appropriate solutions to the problems arising out of the intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such letters of agreement shall have the same affect as the provisions of the existing agreement and shall be subject to the grievance procedure.

### **ARTICLE D.20 CHANGES IN EDUCATIONAL ORGANIZATION**

D.20.1 When the Board is considering a major educational reorganization in the District it will inform the Association. When the Board intends to introduce the change which affects the terms, conditions of employment of a significant number of teachers to whom the collective agreement applies or alters significantly the basis on which the collective agreement was negotiated, the Board shall notify the Association in writing. Such notice shall be given at least ninety (90) days before the introduction of the change. As soon as possible, once such notice is given, the Board agrees to discuss the matter with the Association.

#### D.20.2 Information

- a. The notice of intent to introduce the change shall contain:
  - i. the nature of the change;
  - ii. the effective date of the change;
  - iii. the approximate number, type and location of teachers likely to be affected by the change;
  - iv. the effects or anticipated effects on the teachers concerned.
- b. The Board shall update this information as new developments arise and modifications are made.

#### D.20.3 Negotiation

Once notice of the change has been given, the Board shall, at least sixty (60) days before the intended change, negotiate with the Association ways in which employees in the bargaining unit who will be affected can adjust to the effects of the change. These adjustments will include but will not be limited to retraining, transfer, severance and safety considerations.

Should the parties fail to reach agreement, the outstanding problems would be subject to resolution through the Grievance Procedure, Article A.6 of this agreement.

#### D.20.4 Resulting Agreements

When the parties agree to appropriate solutions to the problems arising out of the intended changes, the solutions shall be prepared as a Letter of Agreement between the parties and such letters of agreement shall have the same affect as the provisions of the existing agreement and shall be subject to the grievance procedure.

### **ARTICLE D.21 EXTRA CURRICULAR ACTIVITIES**

- D.21.1 In this agreement extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school which are beyond the regularly scheduled hours of instruction.
- D.21.2 While the Board and Association agree that extra-curricular activities are an important aspect of a pupil's life and encourage participation in extra-curricular activities, it is recognized that a teacher's participation in extra-curricular activities is voluntary.
- D.21.3 Neither the Board nor the Association shall require any teacher to engage in or withdraw extra-curricular activities during the term of this agreement.
- D.21.4 Extra-curricular activities shall not form any part of job descriptions, posting, hiring or evaluation (see Article E.19.11c) of any teacher.

### **ARTICLE D.22 STAFF MEETINGS**

- D.22.1 Staff Meetings held under the authority of School Act Regulation shall be in the form of monthly school staff meetings and emergent school staff meetings.
- D.22.2 At the start of each school year, the Principal shall consult with the school staff or the school staff committee to jointly determine procedures and guidelines for monthly and emergent school staff meetings. These procedures and guidelines shall address matters such as: agenda setting, circulation of agendas, frequency of meetings, place, duration, notice and procedures for absences from the meeting. Once determined, these matters will be outlined and copies distributed to each staff member by October 1 of each year.
- D.22.3 Regular school staff meetings which are additional to the monthly staff meetings shall be scheduled only with the agreement of the staff through the process described in clause D.22.2.
- D.22.4 With the exception of school startup at the beginning of each school year or semester change, regular school staff meetings will be limited to one and one half hours after the meeting is called to order.
- D.22.5 Summary notes of the meetings, including a list of those in attendance at the meeting, shall be written, circulated to all staff members and retained in the school.
- D.22.6 Teachers are responsible for being informed about the business of staff meetings.

**ARTICLE D.23 SUPPORTIVE, SECURE, POSITIVE WORKING ENVIRONMENT FOR TEACHERS**

- D.23.1 The Board and the Association agree that teachers must have a supportive, secure, and positive working environment in which they can practice their profession. The Board and the Association will work together to ensure that such a working environment exists for all teachers.
- D.23.2 Where a teacher has a concern with his/her working environment identified in D.23.1 the matter will be dealt with in the manner prescribed in Board Policy titled A Supportive, Secure, Positive Working Environment for Teachers.
- D.23.3 No employee shall be subject to reprisal or discipline as a result of raising an issue covered by this Article.

**ARTICLE D.24 DISTRICT HEALTH AND SAFETY COMMITTEE**

- D.24.1 A District Health and Safety Committee shall be established in accordance with the provisions of the *Occupational Health and Safety Regulations of the Workers' Compensation Act*. The Committee shall be comprised of an equal number of representatives of the S.T.A., the Board and other employee groups. All teachers appointed shall be selected by the Association annually.
- D.24.2 The Health and Safety Committee shall assist in creating a safe and healthful place of work and learning, and shall recommend actions which improve the effectiveness of the health and safety program.
- D.24.3 The purpose of the Committee will be to fulfill those functions mandated by the *Occupational Health and Safety Regulations*, and to provide recommendations to the Board (or a committee of the Board) to assist in maintaining a healthy and safe work environment, as follows:
  - a. To determine that regular inspections have been carried out.
  - b. To determine that accident investigations have been carried out.
  - c. To monitor compliance with the WCB Regulations.
  - d. To recommend measures required to attain compliance with the Workers' Compensation Act and regulations.
  - e. To consider recommendations from Association members, and recommend implementation where warranted.
  - f. To investigate concerns of unsafe or unhealthy conditions that have been reported and investigated, but not resolved at the school level.
- D.24.4 The District Health and Safety Committee shall meet at least once per month during the school year for the review of:
  - a. reports of recent accidents or industrial diseases, their causes and means of prevention;
  - b. remedial action taken or required by the reports of investigations and inspections;

- c. any other matters pertinent to health and safety.
- D.24.5 The Committee shall record the proceedings of the Committee and forward the minutes promptly to the employer and Association.
- D.24.6 When an employee member of the District Health and Safety Committee is required to perform a function of the Committee during the school day, the Board shall provide the employee with release time necessary to perform this function.
- D.24.7 The District Health and Safety Committee shall ensure that copies of the health and safety publications required by the Workers' Compensation Act and Regulations are provided at each worksite.
- D.24.8 Health and Safety Committees shall be established in each school or worksite as required by the Workers' Compensation Act and Regulations. Where such Committees are not so required, health and safety matters will be handled by the Staff Committee.

#### **ARTICLE D.25      WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)**

- D.25.1 The Board shall ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented at all worksites in the District.
- D.25.2 The Board shall provide an education program, which shall be reviewed annually by the District Health and Safety Committee to ensure that employees working with or in proximity to hazardous materials understand the WHMIS labels and the Material Safety Data Sheets (MSDS), and are fully instructed in the precautionary measures concerning specific materials.

#### **ARTICLE D.26      SAFETY OF WORKING CONDITIONS**

- D.26.1 Where an employee believes that a work condition may be unsafe, he/she shall report such condition to the Administrative Officer/Supervisor. The matter shall be resolved at the worksite whenever possible.
- D.26.2 Where the matter cannot be resolved promptly at the worksite, it will be referred to the Manager of Health and Safety for resolution and referral to the District Health and Safety Committee.
- D.26.3 A teacher shall, in accordance with the *Occupational Health and Safety Regulations*, have the right to refuse to work if that person has reasonable cause to believe that there exists an undue hazard to his/her health or safety. Where such cause exists, he/she shall not be disciplined for refusal to work. The employee shall report the condition immediately and refer the matter to his/her Administrative Officer or Supervisor and will participate, in accordance with the *Regulations*, in the investigation of the matter.

D.26.4 Each school will put in place processes to inform regular teaching staff and Teachers on Call of health and safety procedures, including emergency procedures, location of first aid facilities, means of summoning first aid and reporting injuries and illnesses, health and safety rules, and hazards to which employees may be exposed.

## **ARTICLE D. 27 STUDENT MEDICATION AND MEDICAL PROCEDURES**

D.27.1 Teachers shall not be called on to administer medication nor administer other medical procedures on a regular or predictable basis.

D.27.2 The Board shall ensure that schools establish systems for administering medication and other medical procedures for students with health conditions after consultation with parents, the family physicians, the public health nurse and other appropriate health officials as required in Board Policy.

D.27.3 If geographic isolation or other exceptional circumstances prevent the systems outlined in D.27.2 from being applicable and teachers are requested to administer medication or other medical procedures, all of the following conditions shall govern:

- a. Teachers volunteer to provide service.
- b. Written authorization and instructions for administration of medication or medical procedures must be received from the attending physician, confirming that the medication or medical procedure is required.
- c. The child's parent or guardian has made a written request for the school's assistance and has discussed the situation with school personnel.
- d. Sufficient instructions and training for the teacher have been provided from a qualified health care professional.

D.27.4 Nothing in this article limits or removes the obligation of the teacher to render assistance to the best of his/her ability in an unforeseen health emergency involving a student.



## **SECTION E PERSONNEL PRACTICES**

### **ARTICLE E.1 NON-SEXIST ENVIRONMENT**

- E.1.1 A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.
- E.1.2 The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
- E.1.3 The employer and the local shall promote a non-sexist environment through the development, integration, and implementation of non-sexist educational programs, activities, and learning resources for both staff and students.

### **ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT**

#### **E.2.1 General**

- a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.
- b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.
- c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.
- d. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- e. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

#### **E.2.2 Definitions**

- a. For the purpose of this article harassment shall be defined as including:
  - i. sexual harassment; or

- ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or
  - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or
  - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - v. such misuses of power or authority as intimidation, threats, coercion and blackmail.
- b. The definition of "sexual harassment" shall include:
- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
  - ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
  - iii. an implied promise of reward for complying with a request of a sexual nature; or
  - iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

### **E.2.3 Resolution Procedure**

- a. Step 1
- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.
  - ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

#### **E.2.4 Remedies**

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;
  - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.

- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

#### **E.2.5 Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

## **E.2.6 Training**

- a. The employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. The awareness program shall include but not be limited to:
  - i. the definitions of harassment and sexual harassment as outlined in this Agreement;
  - ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
  - iii. developing an awareness of behaviour that is illegal and/or inappropriate;
  - iv. outlining strategies to prevent harassment and sexual harassment;
  - v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
  - vi. understanding malicious complaints and the consequences of such;
  - vii. outlining any Board policy for dealing with harassment and sexual harassment;
  - viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

## **ARTICLE E.13 POSTING VACANCIES**

- E.13.1 In this Article vacancy means a newly created position or an existing position to which a teacher is not assigned and which the Board considers necessary to fill. All teachers in the district are eligible to apply for all vacancies.
- E.13.2 A teaching position filled by a temporary contract teacher does not become a vacancy on expiration of the temporary contract if there is an incumbent for the position and the temporary contract person is assigned to that position on a further temporary contract.
- E.13.3 Except in July and August all vacancies known in advance to be of twenty school days duration or longer shall be posted in all schools and the School Board Office for a period of seven calendar days. Copies of all postings shall be forwarded at the time of the posting to the Association.

E.13.4 In July and August all vacancies will be posted at the School Board Office and a copy sent to the Association.

E.13.5 Every posting shall contain the following information:

- a. Identification of the teaching position to be filled including subject area(s), grade level(s) and work location, full-time or specified part-time and any other salient descriptive information;
- b. Start date and, if applicable, end date;
- c. necessary qualifications pursuant to Article E.14.4.

E.13.6 Advertisements, application forms and interviews for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.

## **ARTICLE E.14 FILLING VACANCIES**

E.14.1 The Board and the Association agree that fair posting and filling practices are desirable and part of a harmonious employment relationship.

E.14.2 Subject to Article E.14.3, the Board shall in filling vacancies give first consideration to applicant teachers in any of the following categories:

- a. continuing contract teachers;
- b. part-time continuing contract teachers requesting an increase in the time of their appointment at their school;
- c. teachers appointed under a temporary contract in the current school year and who have received his/her individual evaluation report;
- d. teachers who are on the temporary contract eligibility list referred to in Article C.12.4 who have received an evaluation report.

E.14.3 Where the necessary qualifications of two or more teachers in Article E.14.2 are equal, the teacher with the greatest seniority shall have preference.

E.14.4 For the purpose of this Article necessary qualifications means:

- a. academic preparation, certification and training for the position
- b. experience
- c. past teaching performance

E.14.5 In filling any position, qualifications shall be those stated in the posting and shall adhere to the definition in Article E.14.4.

- E.14.6 Positions shall be filled within five school days from the end of the posting period provided there are qualified internal applicants.
- E.14.7
- a. If a new or existing position becomes vacant after September 1 and the successful applicant is currently employed in another full-time position or in a part-time position which may conflict with the scheduled assignments of the vacant position, the position will be filled immediately, according to E.14.2, but such filling will not become effective until June 30<sup>th</sup> of that school year.
  - b. In the intervening period, the position will be filled by a teacher on a temporary appointment.
  - c. If the intervening period is less than twenty (20) days, the position may be filled by a teacher-on-call without re-posting.
- E.4.8 Interviewed teachers shall be notified of the results of the filling and then the name of the successful applicant shall be posted in the same manner as the original posting.

## **ARTICLE E.15 POSITIONS AND ASSIGNMENTS**

- E.15.1 The administrative officer in consultation with the Staff Committee or staff shall meet prior to May 15 as part of the school planning process for the upcoming school year for the purpose of discussing the timetable and staff assignments available for the next school year and, if necessary, any new or existing teaching positions that require filling in the school.
- E.15.2 Intentionally left blank
- E.15.3 A teacher's assignment shall be based on the qualifications, training, experience, district seniority and personal preference of the teacher.
- E.15.4 A teacher will be notified as soon as a decision is made to change his/her assignment.
- E.15.5 Assignments shall not be made or altered for arbitrary or capricious reasons.
- E.15.6 If a proposed assignment change involves an increase of 0.3 FTE or less, such an increase shall not be posted. If a proposed assignment change is greater than 0.3 FTE, that increase constitutes a vacancy and only the increase shall be posted in accordance with Article E.13.
- E.15.7 Assignments are to be arranged in such a way as to permit the creation of as many full-time positions as possible provided that:
- a. job sharing and limited part-time opportunities exist pursuant to Article C.15 (Part-time Teachers Terms and Conditions).
  - b. no teacher currently on the school staff involuntarily loses his/her teaching position in the school as a result of this arrangement.

- E.15.8 A teacher may discuss any concerns with an assignment with the administrative officer. If a concern still exists after the meeting with the administrative officer, the teacher may request a meeting with the Superintendent or designate. The teacher may be accompanied by an Association representative.
- E.15.9 Teachers returning from a leave of absence shall be placed in a position and assignment according to the terms of the clause under which they were granted the leave.
- E.15.10 Any teacher granted leave of absence for one year or longer than one year for which there are no return provisions stated in the collective agreement shall be placed in a position comparable to that previously held. Nothing in this article shall prevent a returning teacher from accessing the provisions of Article E.13 and E.14.
- E.15.11 If the Board grants a teacher a leave of absence which is not covered by this collective agreement, for a period of time less than one year, the vacancy shall be filled on a temporary basis according to C.12.4 and at the end of the leave of absence the teacher shall return to the same position.

## **ARTICLE E.16      TRANSFERS**

- E.16.1 Transfers may be effected only for the reasons set out in Article E.16.2, E.16.3 E.16.4, and Article E.17.1 below and as otherwise may be provided for elsewhere in this collective agreement.
- E.16.2 A teacher may be transferred when circumstances warrant and the Association and the teacher in question agree.
- E.16.3 A teacher may be transferred as a result of fluctuating student enrollment within the District.
- E.16.4 Where the conditions of Article E.16.2 cannot be met, and where unique and/or special circumstances exist, the Board may initiate a transfer for educationally sound reasons.
- E.16.5 When, under Article E.16.3, a transfer of a teacher is initiated by the Board from the staff of one school to the staff of another school, such transfer(s) shall be effected in reverse order of district seniority in the school of origin, unless a more senior teacher from that school agrees to be transferred, provided that the teacher(s) to be transferred possess(es) the necessary qualifications for the position(s) available in the receiving school and the teachers to be retained in the school of origin possess the necessary qualifications for the positions remaining in that school.



- E.16.6 If the Superintendent intends to recommend transfer of a teacher pursuant to the provisions of E.16.4, the Superintendent shall meet with the teacher at least two weeks prior to the recommendation being placed before the Board, except in September, when the teacher shall receive three days notice prior to the Board's transfer decision which shall become effective seven days thereafter. The Superintendent shall inform the teacher of the nature of the transfer and the reasons for it. The teacher, who may be accompanied by a member of the Association, shall have the opportunity to meet with the Human Resources Committee of the Board before the decision to transfer is made.
- E.16.7 The Board may transfer a teacher to a position involving a significantly different grade level or significantly different subject area, only if no vacancies remain in the teacher's existing grade level or subject area for which he/she has the necessary qualifications. The Superintendent and the teacher, who may be accompanied by a member of the Association, will meet to discuss the support services required, commensurate with the degree of change of position. The Board will approve support services to the teacher upon the recommendation of the Superintendent.
- E.16.8 Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three school years but shall be eligible for vacant positions.
- E.16.9 Any teacher who is transferred for reasons of projected enrollment decline, position reduction or other similar circumstances shall have the opportunity to return to the position previously held, or to a comparable position if the previous position no longer exists, in the event that the projected circumstance does not occur and provided the return does not necessitate a significant change in the timetable or school organization.
- E.16.10 Any transfer initiated by the Board shall be completed no later than May 15 in a school year for the next school year except when they are necessitated by circumstances not known to the Board by April 1<sup>st</sup> in the current school year.
- E.16.11 Transfers shall not be effected for disciplinary reasons.

## **ARTICLE E.17      TEACHER EXCHANGES**

- E.17.1 Teachers who hold comparable positions may mutually agree to exchange their positions for a definite or indefinite period of time, provided that the exchange does not constitute an increase or decrease in appointment and is subject to the approval of the Superintendent. Such approval shall not be unreasonably denied.
- E.17.2 The terms of an approved teacher exchange under this clause shall be written and shall set out the duration of the exchange. Copies of the exchange agreement will be sent to the Board, the Association and the teacher.

E.17.3 Where a teacher involved in an exchange under this article is subject to layoff, forced transfer due to declining enrolment, discipline, or other unforeseen circumstance that might affect the terms of the exchange, within two years, the exchange will be terminated and the affected teachers will be deemed to have returned to their original schools, for staffing purposes. Nothing in this article precludes the Association and the Board from negotiating some other resolution.

## **ARTICLE E.18 FALSELY ACCUSED TEACHER ASSISTANCE**

E.18.1 When a teacher has been accused of child abuse or sexual misconduct in the course of performing his/her duties as an employee of the Board and:

- a. an investigation by the Board has concluded that the allegation of child abuse or sexual misconduct is not true; or alternatively
- b. the Board concludes there is substance to the accusation, and
  - i. the teacher is acquitted of all criminal charges relating to the accusation, if criminal charges are laid; and
  - ii. an arbitrator, if applicable, considering the Board's discipline or dismissal of the teacher concludes that no discipline for child abuse or sexual misconduct is warranted.
- c. the teacher shall then be entitled to assistance from the Board in accordance with the following sections.

E.18.2 The teacher, the Superintendent or designate, and the President of the Association or designate shall discuss and, when they believe it is necessary, establish a mutually agreeable plan of assistance to facilitate the teacher's successful return to teaching duties. Such assistance plans may, without limiting generality, include the following:

- a. specialist counselling and/or medical assistance for the teacher or teacher's family;
- b. leaves of absence, either paid or unpaid as the circumstances warrant;
- c. first priority for the teacher to transfer to any vacant position for which he/she possesses the necessary qualifications;
- d. where requested by the teacher, provision of factual information to parents by the Board.

E.18.3 Subject always to Article E.18.4 below, the Board may, at its discretion, indemnify the teacher for a portion of his/her legal costs incurred in defending against the criminal charges arising out of the allegation, provided in order to be eligible for such consideration, the teacher must notify the Board as soon as possible after becoming aware of the charges.

E.18.4 Article E.18.3 notwithstanding, the Board shall in no event be responsible to indemnify a teacher for any legal costs should the teacher subsequently be found guilty of any criminal activity arising out of the allegation.

## **ARTICLE E.19 TEACHER EVALUATION**

E.19.1 The purpose of supervision and evaluation is to provide an accurate and objective measurement and record of performance which may include the following considerations:

- improvement of instruction
- promotion of professional development
- promotion of effective schools
- promotion of optimal student growth

E.19.2 a. The only report on the work of a teacher shall be as a result of this evaluation process and shall be written on the District form. All evaluation reports shall be written by the evaluator and shall be based on the evaluator's personal observations.

b. Evaluation reports under this article shall be written independently by one of the following:

- i. an Administrative Officer of the school involved,
- ii. the Superintendent of Schools,
- iii. the Assistant Superintendent of Schools,
- iv. the Director of Instruction,
- v. any other Board employee who is qualified pursuant to the School Act and Regulations.

c. The teacher may request the Superintendent to appoint a different evaluator, if the teacher has reasonable grounds to believe the evaluator assigned is biased, and such request shall not be unreasonably denied.

E.19.3 The Principal of the applicable school or the Superintendent may require that an evaluation be initiated on any teacher when he/she has an educationally sound reason to believe it is necessary to do so, or when requested by a teacher, but in any event not less than once every five (5) years.

E.19.4 Reports shall be written in one of two formats: a full report, or a short report.

- E.19.5 A full report will be the result of a supervisory cycle which shall be based on no fewer than three observations and under normal circumstances, not more than six observations. A short report will be based on at least one observation and unless agreed upon, no more than three observations. Unannounced observations may be made by mutual agreement but in the case of disagreement, not more than half (1/2) the visits shall be unannounced.
- E.19.6 Periods chosen for observation shall not be at abnormal or inappropriate times and no observations shall be made in the first twenty (20) teaching days of an assignment, or twenty (20) teaching days after a change of assignment. In the absence of extenuating circumstances, the time period from the initial conference to the final report shall be no longer than two (2) months for a short report and three (3) months for a long report.
- E.19.7 a. Each teacher newly appointed to the District will receive a report that will satisfy the requirement for re-hiring pursuant to Article E.14 (Filling Vacancies) during that school year. Teachers appointed for a term of five months or more shall receive a full report. Teachers appointed for a term of less than five months may receive a short report. In any case, each teacher newly appointed to the district shall have received at least one full report by the end of their second school year.
- b. If a report writer considers that a teachers' performance might be unsatisfactory the report writer shall write a full report.
- E.19.8 Teachers on whom a report is to be written on the five year cycle shall be notified in writing by September 30<sup>th</sup> of that school year. In any case, the teacher shall be notified at least fifteen (15) school days prior to the commencement of the report writing cycle.
- E.19.9 At least five (5) days prior to the first observation period, the report writer shall meet with the teacher to discuss:
- purposes of evaluation
  - schedule, number and length of visits
  - criteria, data collection and processes
  - timelines for the completion of the report
  - opportunity for the teacher to provide information in writing that is relevant.
- a. The Board Policy, established by the mutual agreement of the parties, shall be the criteria used for evaluations pursuant to this Article.
- E.19.10 During the cycle there shall be pre and post observation conferences. The post observation conferences shall take place within two (2) teaching days of the observation. The evaluator's observation comments shall be provided to the teacher in writing, and where the evaluator has concerns, these will be identified in writing, along with the evaluator's suggestions and/or recommendations. The teacher will be provided with opportunity to implement the recommendations.

- E.19.11 a. Reports shall be based on objective data collected and discussions with the teacher. Critical comments will reflect only those criteria in which the teacher has demonstrated unwillingness or inability to change. The report shall include a statement which reflects the relationship between teaching assignment, training, expertise, and experience.
- b. A final statement shall be made which declares a satisfactory or less than satisfactory situation.
- c. Involvement or non-involvement in extra-curricular activities, participation in union activities or matters not directly related to teaching duties shall not form any part of the evaluation or evaluation report on a teacher. However, a teacher may request an attachment to the report on any additional voluntary activities in which he/she is involved with students, staff or professional organizations.
- d. A draft of the report will be presented to and discussed with the teacher within fifteen (15) calendar days of the last observation and no later than May 15<sup>th</sup>.
- E.19.12 The teacher shall have the opportunity to meet with the evaluator to propose changes to the draft. In the event of a disagreement between the report writer and the teacher over the content or wording of the draft report which cannot be resolved through discussion, the teacher has the right to appeal to the Superintendent within ten (10) school days of the discussion of the draft report and prior to the issuance of the final report. This shall not deny the teacher the right to use Article A.6 (Grievance Procedure) once the final report is issued.
- E.19.13 The final report shall not be issued until the Superintendent has dealt with the appeal, if one has been made under Article E.19.12. When no appeal has been made, the final report shall be issued within twenty (20) school days of the meeting referred to in section E.19.12 and in no event later than May 31st. One copy of the final report shall be given to the teacher, one copy shall be forwarded to the College of Teachers, if requested, one copy shall be placed in the teacher's school-based file and one (1) copy shall be placed in the teacher's personnel file maintained in the Board Office.
- E.19.14 A teacher has the right to submit a written comment and have it attached to the report. The comment must be submitted to the Superintendent within fifteen (15) days of the receipt of the report by the teacher. The Superintendent shall ensure that a copy of the comment is attached to each copy of the report and that there is a notation on the Board Office file copy that the comment is attached.

## **ARTICLE E.20      TEACHER-IN-CHARGE**

- E.20.1 At the start of each school year, the Administrative Officer in each school shall select, through a posting in the school, up to three (3) teachers to serve as teacher-in-charge during that year.
- E.20.2 In the event that all administrative officers assigned to the school are absent and the administration feels it is necessary to appoint a teacher-in-charge, the appointment shall be made from among the three (3) teachers selected under Article E. 20.1.

- E. 20.3 When no teachers respond to the posting under Article E. 20.1, or when those who respond are unavailable or unacceptable to the Administrative Officer, the Administrative Officer may request other teachers from that school to fill the capacity. If the teachers so requested are unwilling to do so, the Administrative Officer may appoint a teacher to fill the capacity for the balance of the regular school day.
- E. 20.4 Teachers-in-charge shall not work in such capacity for more than seven (7) consecutive school days on any one appointment. With the agreement of the teacher-in-charge, the appointment may be extended up to five (5) additional days.
- E. 20.5 Teachers-in-charge shall assure that the safety of the students and the regular routine and security of the school are maintained. They shall deal with emergent matters, with assistance from District supervisory staff, as required. They shall maintain routine attendance recording and information reporting, as well as assuming the normal noon supervision duties of the absent administrative officer(s).
- E. 20.6 Teacher-in-charge shall not perform the following ongoing management duties:
- a. long range planning,
  - b. evaluating and disciplining teachers and/or support staff,
  - c. after school committee or group parent meetings (not including routine parent contact),
  - d. formal, written, suspension of students (not including dismissing students for the balance of the day), and
  - e. decisions involving school budgets.
- E. 20.7 While acting as teacher-in-charge, the teacher shall be covered by all the terms and conditions of this Agreement.
- E. 20.8 When acting as a teacher-in-charge, the teacher shall be provided with a teacher-on-call for at least the same release time as allocated to the absent Administrative Officer for administration purposes. Additional release time may be granted by the Superintendent or designate when circumstances warrant.

## **ARTICLE E.21      ACTING ADMINISTRATOR**

- E.21.1 a. Absences of Administrative Officers for more than seven consecutive days, except for an extension for up to five days pursuant to Article E.20.4 (Teacher-in-Charge), shall be filled by an acting appointment to the vacant position.
- b. Persons in the position of Acting Administrator shall not be covered by the terms and conditions of this agreement, save and except for the accumulation of seniority, and up to 30 days continuation of benefits from the date of the acting appointment, such benefits as described in Article B.11.

## **ARTICLE E.22 PARENT CONCERNS**

- E.22.1 Where, under section 11 of the School Act and the Board's By-Law a student or the parent or legal guardian of a student files an appeal against a decision of a teacher, the following shall apply:
- a. The teacher and the Association shall be notified of the appeal, as soon as practicable after the Notice of Appeal form has been completed and submitted to the Administrative Officer of the school or to the applicable District Supervisor.
  - b. The teacher and the Association shall be entitled to receive all documents relating to the appeal.
  - c. The teacher shall be entitled to attend any meeting concerning the appeal where the appellant is present and to be represented by a representative of the Association, if the teacher so desires.
  - d. The teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- E. 22.2 The Board shall refuse to hear an appeal where the student or the parent or legal guardian of the student has not first discussed the appeal with the teacher and, if appropriate, the applicable Administrative Officer or District Supervisor.
- E. 22.3 Nothing in the Board's By-law, or the Board's processing of an appeal or the Board's decision(s) under such By-law, abrogates the rights of teachers under this Agreement.

## **ARTICLE E.23 NO DISCRIMINATION**

- E.23.1 The Board will at all time abide by the provisions of Section 8 of the Human Rights Act. The Board shall not discriminate against any teacher because of his/her parental status or because he/she is participating in the Association, or is carrying out duties of a representative of the Association, or is involved in any procedure to interpret or apply the provisions of the collective agreement.

## **ARTICLE E.24 PERSONNEL FILES**

- E.24.1 There shall be only one personnel file for each teacher, part of which is maintained at his/her school and part of which is maintained at the District office. A teacher's file kept at his/her school will be transferred with the teacher to another school. When the teacher leaves the District any school file will be delivered to the District Office.
- E. 24.2 After receiving a request from a teacher, the Superintendent, in respect of the District file, or the Principal of the school, in respect of any school file, shall grant, as soon as possible, access to that teacher's file.
- E. 24.3 a. A teacher shall be informed whenever material of a critical or disciplinary nature is placed in his/her file.

- b. At the time the material is placed in the file, the teacher and the Association shall have the right to grieve the inclusion of these materials in the teachers' file.
- c. At the time the material is placed in the file, the teacher may elect to attach a written comment, which will be deemed to be part of the file.

## **ARTICLE E.25 BOARD/ASSOCIATION CONSULTATION**

E.25.1 Although Board Policy which is related to the conditions of employment and benefits provided for the teaching staff is not part of the agreement, a summary of such policies shall be prepared for the convenience of all teachers.

- a. The board recognizes the legitimate interest of the S.T.A. and its members in the policies and decisions of the Board. It also recognizes the benefit to be gained from involving the S.T.A. in the process by which decisions affecting District teachers are made. The Board therefore agrees that prior to implementing decisions affecting District teachers the S.T.A. will be consulted when appropriate.
- b. The president of the S.T.A. or nominee shall sit at the Board table during regular meetings and at the discretion of the Board, those "In Camera" meetings dealing with matters relating to teacher welfare, with the right to speak, but not to vote.
- c. Without the express prior agreement of the S.T.A., new Board Policy affecting Saanich teachers shall only be initiated, or existing policies changed, after the issues in question have been examined by a committee on which the S.T.A. is represented.
- d. Should any committee upon which the S.T.A. is represented fail to reach consensus, the S.T.A. will have the opportunity to make a presentation to the Board. S.T.A. membership on any committee shall be determined by the Association.



## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.11      CURRICULUM IMPLEMENTATION**

- F.11.1 It is understood under this Article new curriculum includes Ministry of Education mandated new curriculum, curriculum revisions and also locally developed programs.
- F.11.2 When new curriculum is being introduced to the School District, the Board and the Association agree to form a Joint Curriculum Implementation Committee, consisting of three representatives named by the Association and three representatives named by the Board.
- F.11.3 The Committee shall study the potential school and district effects of the new curriculum, which may include but not be limited to:
- a. effects on other courses and student programs;
  - b. effects on staffing;
  - c. effects on budget;
  - d. effects on space and equipment.
- F.11.4 The Joint Curriculum Implementation Committee may make recommendations to the Education Directions Committee of the Board on all aspects of curriculum implementation in the District. Including but not be limited to:
- a. time considerations;
  - b. in-service relating to the new curriculum;
  - c. materials;
  - d. funding estimates.
- F.11.5 The Committee shall be responsible for recommending to the Education Directions Committee of the Board a plan for the succeeding school year's curriculum implementation activities.
- F.11.6 Before the curriculum implementation takes place, the Educational Directions Committee will report to the committee regarding the disposition of its recommendations, and the committee will receive a copy of the funding ultimately approved by the Board.
- F.11.7 The Professional Development Fund will not be required to finance new curriculum implementation.

### **ARTICLE F.12      SCHOOL ACCREDITATION – NOT CURRENTLY IN EFFECT**

### **ARTICLE F.13      TEACHER AUTONOMY**

- F.13.1 A teacher shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to which he/she is assigned.
- F.13.2 The Board and the Association agree that consistent with the purpose of the evaluation process, an evaluator may recommend teaching practices different from those being used by the teacher.
- F.13.3 The professional responsibility and ability of the classroom teacher to provide student evaluation is recognized. Evaluation of students shall primarily be the responsibility of the teacher in consultation with the principal.
- F.13.4 If for any reason student evaluation is revised by an authority other than the teacher, the teacher will be informed. If the teacher disagrees with a revision of marks or comments, that authority shall take written responsibility for the new mark assignment or comment on the student's records.

### **ARTICLE F.14      NON-INSTRUCTION DAYS**

- F.14.1 Non-instructional days shall be available as described in Article D.14.3.
- F.14.2 Two of the five available non-instructional days as prescribed in Article D.14.3 shall be used for teacher professional development activities as approved by the Joint Professional Development Committee.
- F.14.3 Three of the five available non-instructional days as prescribed in Article D.14.3 shall be used for staff determined activities.
- F.14.4 The school staff or Association or Joint Professional Development Committee shall submit to the Board before June 30 of each year requests for dates for professional development activities.
- F.14.5 If it is necessary to change the date of a non-instructional day, application for such change should be made to the Board as soon as possible.
- F.14.6 The Board will continue to consider some modification of the regular school schedule to facilitate an effective parent/teacher consultation program.
- F.14.7 All non-instructional days shall be considered as instructional days for salary purposes.

## **ARTICLE F.15      PROFESSIONAL DEVELOPMENT COMMITTEE FUNDING**

- F.15.1    a.     The Board and the Association shall establish a fund for the purpose of promoting professional development of the teaching staff of the District.
- b.     The annual contribution of the Board to the fund shall be determined on the basis of \$230.00 per FTE teacher as reported on September 30<sup>th</sup> of that year. The annual contribution of the Association to the fund shall be determined on the basis of \$50.00 per FTE teacher as reported on September 30<sup>th</sup> of that year.
- c.     The Board shall contribute an additional annual amount of seven thousand five hundred dollars (\$7,500.00), which amount shall be dedicated to professional development activities, approved by the Joint Professional Development Committee, for teachers-on-call.
- F.15.2    The Board and the Association agree that programs, services, courses and funding which promote and foster the professional development of teachers shall be covered by this clause.
- F.15.3    The professional development fund as established by the Board and the Association shall be controlled and allocated by the professional development committee.
- F.15.4    The professional development fund will not be required to finance new curriculum implementation as defined in Article F.1.

## **ARTICLE F.16      PROFESSIONAL DEVELOPMENT COMMITTEE**

- F.16.1    The Board and the Association agree to encourage, as much as possible, each teacher in the District to become involved in professional development each year, and also agree that teacher-determined and teacher-developed professional development activities should be encouraged.
- F.16.2    The professional development committee shall be chaired by the association's professional development chairperson and shall comprise:
- a.     teacher-elected representative(s) from the elementary level
- b.     teacher-elected representative(s) from the middle school level
- c.     teacher-elected representative(s) from the secondary level
- d.     the Association's professional development chairperson
- e.     a representative from the Board
- f.     a representative from the school board office administration
- g.     a teacher elected representative for Teachers on Call

h. a curriculum Instructional Support Teacher – District Office

F.16.3 The professional development committee shall adhere to the following principles:

- a. Teachers shall participate in professional development on a voluntary basis.
- b. A needs assessment process shall be the starting point of a professional development program.
- c. The professional development programs shall include adequate resources, time and organizational support.
- d. Opportunities for professional development activities shall be distributed as equitably as possible.
- e. Whenever possible, activities shall provide for presentation, discussion, demonstration or modelling and practice with feedback and follow-up.

## **SECTION G LEAVES OF ABSENCE**

### **ARTICLE G.1 PORTABILITY OF SICK LEAVE**

- G.1.1 Effective September 1, 2006, the employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
- G.1.2 An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
- G.1.3 Sick Leave Verification Process
- a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
  - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.
  - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

*(Note: Any provision that provides superior sick leave portability shall remain part of the collective agreement.)*

**[See Article G.11 Sick Leave with Pay, for sick leave usage and accrual]**

### **ARTICLE G.2 COMPASSIONATE CARE LEAVE**

- G.2.1 For the purposes of this article “family member” means:
- a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
    - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

- b. in relation to an employee's spouse:
  - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

G.2.2 Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.

G.2.3 A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.

G.2.4 The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.

G.2.5 The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.

G.2.6 Seniority shall continue to accrue during the period of the compassionate care leave.

G.2.7 An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

*(Note: The definition of "family member" in clause 1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)*

## **ARTICLE G.11 SICK LEAVE WITH PAY**

G.11.1 Sick leave with pay is earned at the rate of one and one half (1 ½) days for each month taught or worked in the service of the Board. For the purpose of this article, month taught or worked means a month in which a teacher has taught or worked. Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach or work.

G.11.2 Any days during which the teacher has been absent with full pay for reasons of illness, injury, or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.

- G.11.3 a. There shall be available to each teacher who is newly hired fifteen (15) days of sick leave at the beginning of each of the teacher's first and second school year of employment. A part-time teacher shall have sick leave available in proportion to the percentage of time that he/she teaches or works. Thereafter sick leave with pay will be earned by all teachers as provided in Article G.11.1 above.
- b. A teacher commencing employment with the Board during the school year shall then have available to him/her the pro rata portion of sick leave benefits which would accrue for the balance of the school year.
- c. If a teacher ceases to be employed by the Board prior to the end of his/her first or second year, any sick leave days which were used but not earned will be repaid to the Board by the teacher.
- G.11.4 There is no maximum to the number of days of sick leave that may be accumulated or used.
- G.11.5 Each teacher shall receive on or before October 31<sup>st</sup> an annual accounting to the previous June 30 of accumulated sick leave.
- G.11.6 A teacher may be required to provide a medical certificate signed by a medical practitioner for an absence due to illness, injury or unavoidable quarantine.
- G.11.7 Sick leave accumulated by each teacher in this District prior to June 30, 1988 shall continue to be credited to that teacher.
- G.11.8 a. If there is a break in service by resignation or layoff, a teacher shall, upon re-employment by the Board, be entitled to the balance of his/her sick leave credit remaining at the time of the resignation or layoff except for unused sick leave that was previously ported from SD No.63 to another district, pursuant to PCA Article G.1.
- b. Pursuant to PCA Article G.1, an employee who is rehired to SD No.63 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.

## **ARTICLE G.12 TIME LOST THROUGH INJURY/WCB LEAVE**

- G.12.1 The Board agrees that time lost through injury or disease that is recognized by the WCB should not be deducted from sick leave, and that no loss of salary should occur and therefore:
- a. Where a teacher suffers from a disease, or injury (hereinafter called the "disability") and the teacher gains compensation under the Workers' Compensation Act, the teacher shall not be required to use sick leave credits for time lost.

- b. All monies received by a teacher by way of compensation for loss of wages under the said Act shall be paid to the Board in return for which the Board shall pay the teacher the full amount of his/her wages to which he/she would have been otherwise entitled but for the disability suffered or incurred.
- c. The Board agrees to pay the difference between the WCB compensation and the teacher's salary for the first 10 teaching months of the compensable injury without deduction from the teacher's accumulated sick leave credits and thereafter the Board will pay the difference which shall be deducted from the teacher's sick leave credits.
- d. Any disability pension or other final settlement arising from this claim is awarded to the teacher. The final WCB resolution of the claim will constitute an end to the application of this clause.

### **ARTICLE G.13 BEREAVEMENT LEAVE**

- G.13.1 The Board shall grant leave with pay to a maximum of three days in the case of the death of a spouse (including common law spouse), child, parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandchild or grandparent. Should further time be required for the purpose of travel, the Board shall grant up to two additional days leave with pay. Additional days of leave with or without pay may be granted.
- G.13.2 In the event of the death of a close friend or relative, not already mentioned in this article, the teacher may request leave and may be granted time to attend the funeral and for necessary travel. The cost of a teacher-on-call shall be paid by the Board and deducted from the teacher's salary.

### **ARTICLE G.14 MATERNITY AND PARENTAL LEAVE AND SUB PLAN**

#### **G.14.1 Maternity Leave**

A pregnant teacher shall be granted upon request a leave of absence:

- a. as provided for in Part 6 of the *Employment Standards Act (1996)* or
- b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester, or following the spring break.

#### **G.14.2 Assignment on Return from Maternity Leave**

- a. A teacher returning from maternity leave shall be reassigned to the same position held prior to the leave;
- b. Notwithstanding Article G.14.2.a, a teacher may choose to apply for a transfer to another position. (Pursuant to Article E.13 Posting Vacancies and E.14 Filling Vacancies)



#### G.14.3 Use of Sick Leave

If at the end of the period(s) of leave provided for in this article, the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits.

#### G.14.4 Parental Leave

A parental leave (inclusive of adoption leave) shall be granted upon request:

- a. as provided for in Part 6 of the *Employment Standards Act (1996)* or
- b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the spring break.

#### G.14.5 Assignment on Return from Parental Leave

- a. A teacher returning from leave shall be reassigned to the same position held prior to the leave;
- b. Notwithstanding Article G.14.5.a, a teacher may choose to apply for a transfer to another position. (Pursuant to Article E.13 Posting Vacancies, and Article E.14 Filling Vacancies.)

#### G.14.6 Use of Sick Leave

If at the end of the period(s) of leave provided for in this article, the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits.

### **ARTICLE G.15 SUPPLEMENTAL EMPLOYMENT BENEFITS ON MATERNITY LEAVE**

#### G.15.1 Supplemental Employment Benefits on Maternity Leave

When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the *Employment Standards Act* and this collective agreement, the Board shall pay the teacher:

- a. 95 per cent of her current salary for the first two weeks of the leave, and
- b. where the teacher is eligible to receive *EI* maternity benefits, the difference between 85 per cent of her current salary and the amount of *EI* maternity benefits received by the teacher, for a further 15 weeks.

G.15.2 The Board agrees to enter into the Supplemental Employment Benefit (SUB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment.

### G.15.3 Supplemental Employment Benefits on Parental Leave

- a. When a teacher takes the parental leave for adoption, to which she/he is entitled pursuant to the *Employment Standards Act (1996)* and this Collective Agreement, the Board shall pay the teacher:
  - i. 95 per cent of the current salary of the teacher for the first two weeks of such leave, except where the teacher is in receipt of *EI* benefits for that period, and
  - ii. where the teacher is entitled to receive *EI* parental benefits for adoption, the difference between 85 per cent of his/her current salary and the amount of *EI* parental benefits received by the teacher, for the period of time the teacher is entitled to receive those benefits, up to a maximum of 10 weeks.
- b. The Board agrees to enter into the Supplemental Employment Benefits (SUB) Plan agreement required by the *Employment Insurance Act* in respect of such parental benefits payment.

## **ARTICLE G.16 EXTENDED MATERNITY / PARENTAL LEAVE**

### G.16.1 Extended Maternity/Parental Leave:

- a. A teacher granted leave under G.14.1 or G.14.4 who chooses not to return to work at the expiration of that leave may apply for extended maternity/parental leave.
- b. Such application shall be made no later than four weeks prior to the start of a semester or term or by May 31 in respect to leave commencing September 1 following.
- c. Leave shall be granted upon request for a period not to exceed thirty school months, with return to coincide with the commencement of a term or semester.
- d. Teachers returning from extended maternity leave shall notify the Board at least four weeks in advance of such return to work except in respect to leave expiring June 30 where notice shall be given by May 31.

### G.16.2 Assignment on Return from Extended Maternity/Parental Leave

- a. A teacher returning from extended leave shall be assigned to the position they previously held, if available, or to one comparable to that held prior to the leave;
- b. Notwithstanding Article G.16.2.a, a teacher may choose to apply for a transfer to another position. (Pursuant to Article E.13 Posting Vacancies, and Article E.14 Filling Vacancies.)

### G.16.3 Use of Sick Leave

If at the end of the period(s) of leave provided for in this article, the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits.

### G.16.4 Benefits While on Extended Maternity or Parental Leave

When a teacher is on extended maternity/parental leave pursuant to this article the Board will continue to pay its share of all benefit premiums for the period of leave up to 12 months and will make arrangements for the teacher to continue her/his share of the premiums. During the period of leave beyond 12 months, the Board shall continue benefit coverage if requested by the teacher provided that the teacher pays both shares of the premiums.

### G.16.5 Experience Increment While on Extended Maternity/Parental Leave

A teacher on extended maternity/parental leave will be entitled, during the school year in which the teacher commenced leave, to an experience increment in accordance with Article B.27.

### G.16.6 Early Return from Extended Leave

- a. A teacher may return to duty from extended Maternity or Parental Leave earlier than contemplated in the event that circumstances on which the leave was based change significantly.
- b. A teacher requesting such early return to duty will submit a written notification at least four weeks prior to the commencement of the school year, term or semester in which employment will be resumed and will be assigned to the first suitable position available.
- c. Should the teacher, applying for any early return to duty in G.16.6(a) be disabled from work, an immediate placement on sick leave, where sick leave days are available, or medical leave if no sick leave is available, shall be arranged.

## **ARTICLE G.17      ADOPTION LEAVE**

- G.17.1 In addition to parental leave provided pursuant to the *Employment Standards Act* and Article G.14.4 and G.16, leave with full pay shall be granted to a maximum of three (3) days to either parent, or both, if both are employees of the Board, for mandatory interviews or travelling time to receive an adoptive child. In addition, the teacher(s) shall be granted up to five (5) additional days with pay. The cost of the teacher-on-call shall be paid by the Board and deducted from the teacher's salary. More leave may be granted at the Board's discretion.

## **ARTICLE G.18 PATERNITY LEAVE**

G.18.1 One day's leave of absence with pay shall be granted by the Board so that the father may participate in the activities associated with childbirth and, if required, two additional days shall be granted and the cost of a teacher-on-call will be deducted from the teacher's salary.

## **ARTICLE G.19 PARENTHOOD LEAVE**

G.19.1 Parenthood leave shall be granted without pay to a teacher with a dependent child for a stated period of up to one year and may be extended for an additional year upon request. Date of return to duty must coincide with the commencement of a term or semester or quarter. This article shall apply in cases of adoption or legal guardianship.

## **ARTICLE G.20 DETACHED (EDUCATIONAL) LEAVE**

G.20.1 Purpose:

To permit professional personnel to improve their ability to render educational services appropriate to the needs of students in the Saanich School District. Professional competence and the general welfare of the school system are the prime consideration of the Board in granting such leave. Educational leave must be of direct benefit to the District.

G. 20.2 Commitment:

- a. One (1) teacher may be off on detached leave at any one time in accordance with this article.
- b. A teacher applying for educational leave shall have served for not less than five (5) years with the Board, and shall serve at least two (2) years upon returning from detached leave. If the teacher voluntarily terminates employment with the Board before the two year period has expired, the teacher will refund the pay received during the leave of absence unless otherwise agreed.
- c. Teachers who have not taken educational leave from the district shall receive first consideration over those teachers who have.

G. 20.3 Process:

- a. Applicants will apply in writing to the Board. The application letter shall include some detailed outline of courses to be taken and/or other proposed activities and how it will be of educational benefit to the Saanich District.
- b. Applications will be considered by a committee comprised of the Joint Board and Teacher Professional Development committee.
- c. An approved teacher on educational leave shall be funded at 60% of full salary for the period of the leave.

- d. Regular contributions for medical, dental, group insurance and pension plans will be continued.
- e. If the teacher engages in remunerative employment, the Board shall pay the teacher only the amount which will bring the total remuneration up to 60% of basic salary.
- f. A teacher who abandons the program before completion shall forfeit successive monthly payments and shall repay the Board for monies already received.
- g. Where a teacher fails to complete the program because of illness, disability or bereavement, the situation may receive special consideration from the Board.
- h. The period for which the leave is granted shall be considered as teaching experience for salary purposes and for seniority.
- i. A teacher returning from detached leave shall be reassigned to the teaching position previously held, if available, or to a comparable position in the District.

G. 20.4 Criteria:

The Board shall determine the future needs of the district based on input from administrative officers, teacher groups and the Saanich Teachers' Association. Those future needs shall form part of the criteria for applications along with the teacher commitment section of this article.

**ARTICLE G.21 LEAVE FOR EDUCATION RELATED ACTIVITY**

G.21.1 Educational leave may be granted with or without pay, or with the cost of a teacher-on-call paid by the Board and deducted from the teacher's salary, under the following conditions:

- a. Where a teacher is offered the opportunity to participate in a provincial or national program or activity which is related to the professional development of that teacher.
- b. Where a teacher is selected to be a representative or to officiate at a provincial or national event of a nature which will enhance his/her teaching capability.

**ARTICLE G.22 LEAVE FOR ELECTED OFFICE AND COMMUNITY SERVICE**

G.22.1 When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he or she shall be given leave of absence, with pay, on request during the election campaign and the cost of the teacher-on-call will be paid by the Board and deducted from the teacher's salary.

- G.22.2 Should the teacher be elected as a member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence, without pay or benefits and without accrual of seniority or increments, if applicable.
- G.22.3 A teacher on leave under Article G.22.2, after six years in elected office or after completion of the second term of the elective office whichever first occurs, will no longer be eligible for continued leave and will inform the Board whether he/she will resign or return to teaching at the beginning of the next school year.
- G.22.4 Teachers elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, with pay and the cost of the teacher-on-call shall be paid by the Board and deducted from the teacher's salary.

### **ARTICLE G.23 JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS**

- G.23.1 The Board shall grant leave of absence with pay to any teacher summonsed for jury duty or required to attend any legal proceedings by reason of subpoena. A teacher on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.
- G.23.2 Where a teacher is required by the Board or Association to attend proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave to the teacher with pay. If the Association requires the presence of the teacher, the Association shall reimburse the Board for the cost of a teacher-on-call. If the Board requires the presence of the teacher the cost of the teacher-on-call shall be borne by the Board.
- G.23.3 Where the private affairs of a teacher requires an appearance in legal proceedings not involving the Board, the Board shall grant a leave of absence for up to three days and the cost of a teacher-on-call shall be paid by the Board and deducted from the teacher's salary. If the teacher requires further leave to appear in court in the same action, leave will be granted and application may be made to the Board for consideration of salary compensation.

### **ARTICLE G.24 DISCRETIONARY LEAVE**

- G.24.1 A teacher shall be granted a maximum of three days leave per year at his/her discretion and the cost of a teacher-on-call shall be paid by the Board and be deducted from the teacher's salary.

### **ARTICLE G.25 EMERGENCY LEAVE**

- G.25.1 In the event of illness in the teacher's immediate family which requires his/her presence at home, leave with pay shall be granted for one day.
- G.25.2 If required, a further leave shall be granted to a maximum of three days with this absence being treated as sick leave under Article G.11.

G.25.3 If further time is required, application for leave beyond four days shall be made to the Board which may request a medical certificate.

**ARTICLE G.26 DEFERRED SALARY LEAVE PLAN**

G.26.1 Letter of Understanding No. 107 appended to this Agreement shall apply.

**ARTICLE G.27 LONG TERM PERSONAL LEAVE**

G.27.1 A teacher shall be granted full or part-time leave without pay for a period of ten (10) school months. Upon request, such leave shall be extended for an additional ten (10) school months. Part-time leave shall be extended for additional ten (10) month periods upon request. In the case of a full time Long Term Personal Leave, the Board may upon request extend the leave in exceptional circumstances beyond a twenty (20) month period.

G.27.2 An application shall normally be submitted not later than twenty (20) school days prior to the start of the leave.

G.27.3 Teachers returning from Long Term Personal Leave shall notify the board at least twenty (20) school days in advance of such return to work except in respect to leave expiring June 30 where notice shall be given by April 30.

# **LETTERS OF UNDERSTANDING/INTENT**

## **LETTER OF INTENT No. 1**

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

**Re: Formalization of Middle School Provisions**

**Does not apply in School District No. 63 (Saanich)**



# LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

## Re: Designation of Provincial and Local Matters

Pursuant to the Public Education Labour Relations Act, the negotiators for the above parties agree to recommend to their respective principals the following with respect to the designation of provincial matters and local matters as they relate to the current round of negotiations:

1. Those matters contained within Appendix 1 shall be designated as Provincial Matters;
2. Those matters contained within Appendix 2 shall be designated as Local Matters.

Dated this 31<sup>st</sup> of May, 1995 at Vancouver, B.C.

"D. Hogg"  
Negotiation Team For  
British Columbia Teachers' Federation

"K. Halliday"  
Negotiation Team For  
British Columbia Public School  
Employers' Association

NOTE: This consolidation of Letter of Understanding No. 1 (Designation of Provincial and Local Matters), including Appendices 1 and 2, includes the agreement of May 31, 1995, and subsequent amendments up to April 2004.
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<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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## **Appendix 1 – Provincial Matters**

### **Housekeeping — Form Issues**

1. 3.10 *Glossary for terms*
2. 3.17 *Gender - Use of Plural and Singular in Contract Language; Interpretation of Teacher Contracts and School Act*
3. 3.4 *Cover Page of Agreement - Memorandum*

### **Section A — The Collective Bargaining Relationship**

1. Term and Renegotiation
  - 1.71 *Negotiations - Provision for Re-Opening During Term, Re-Opening Agreement During Present Term of Contract*
  - 1.99 *Bridging, Strikes, Term of Agreement, Renewal of Agreement*
  - 3.29 *Retroactivity*
2. Legislative Change
  - 3.18 *Legislative Change*
3. Recognition of the Union
  - 3.28 *Recognition of Union*
4. Membership Requirement
  - 3.49 *Membership Requirements*
5. Exclusions from the Bargaining Unit
  - 3.8 *Bargaining Unit - Exclusion From Inter-Union Liaison*
6. No Contracting Out
  - 1.32 *Contracting Out, Job Security*
7. Local/BCTF Dues Deduction
  - 3.48 *Dues Deduction - BCTF and Association, College Fees*
8. President's /Officer Release
  - 1.61 *President's/Officer Release, Other Officers*
9. Management Rights
  - 3.21 *Management Rights / Responsibilities*
10. Pro-D Chairperson Release
  - 1.79 *Coordinators of Professional Development - Leave & 1.10 - Role into 10*
11. Release for Local, BCTF, CTF, College of Teachers and Education International Business
  - 1.65 *Leave - Union Business, BCTF, CTF, COT; Long Term*
  - 1.66 *Leave - BCTF, CTF, COT, Union Business; Short Term*

- 12. Leave for Contract Negotiations
  - 1.57 *Contract Negotiations Leave*
- 13. Staff Representatives
  - 3.51 *Representatives, School Staff*
  - 3.52 *Chief Delegates, Union Staff Representatives, Representation,*

**Due Process Right to Representation**

- 14. Right to Representation
  - 3.52 *Chief Delegates, Union Staff Representatives, Representation, Due Process Right to Representation*
  - 1.37 *Suspension, Dismissal and Discipline*
- 15. School Staff Committees
  - 3.22 *Committee-School Staff, District Committees*
- 16. Access to Information
  - 4.40 *Access to Information*
- 17. Staff Orientation
  - 1.72 *Orientation, Teacher, Employee*
- 18. Copy of Agreement
  - 1.26 *Copy of Collective Agreement*
- 19. Grievance Procedure
  - 3.2 *Arbitration (sometimes included with grievance procedure)*
  - 3.11 *Grievance Procedure - Board Policy*
  - 3.12 *Grievance Procedure, Dispute Resolution, Natural Justice; Appeal Process for Teachers; Personnel Practices and Due Process*
- 20. Expedited Arbitration
  - 3.7 *Expedited - Arbitration*
- 21. Troubleshooter
  - 3.13 *Grievance - Troubleshooter*

**Section B — Salary and Economic Benefits**

- 1. Placement on Scale
  - 1.75 *Salary Review,*
  - 1.38 *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
  - 1.75 *Classification of Salary, Placement on Schedule, Letters of Permission, Placement on Schedule*
  - 1.85 *Bonus for Upgrading, Course Bonuses*
  - 1.90 *New Positions, Reclassification - Salary*
  - 3.45 *Error in Salary - Adjustments*
- 2. Category Addition
- 3. Category Elimination
- 4. Experience Recognition
  - a. 1.40 *Recognition of Experience - Salary Purposes*

## **Special Placement**

5. Salary Scale
6. Trade, Technical and Work Experience
7. Increment Date  
*1.43 Salary - Increments, Withholding, Dates of Extra Increments for Long Service*
8. Part-time Employees' Pay and Benefits  
*1.82 Part Time Teachers' Sick Leave and Benefits, Employment Rights -Part Time Teachers*
9. Teachers' on Call Pay and Benefits  
*1.94 Salary and Sick Leave of Substitute Teachers -Benefits*
10. Summer School and Night School Payment  
*1.86 Counsellors Working Outside School Calendar, Night School Payments, Salary - Payment for Additional Days; Not Regular School Days*
11. Associated Professionals  
*1.23 Speech Pathologists, Associated Professionals, Other Non-Teaching Employees*
12. Positions of Special Responsibility  
*1.89 Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments*
13. Teacher in Charge  
*1.2 Acting Administrators (Filling Temporarily Vacant Position)*  
*1.89 Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments*
14. Automobile/Travel Allowance  
*2.1 Automobile Expenses*  
*2.2 Travel Allowance*
15. First Aid Allowance  
*1.41 First Aid, First Aid Allowances, Training*
16. Isolation Allowance  
*2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
17. Moving/Relocation Allowance  
*2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
18. One Room School Allowance  
*2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
19. *1.96 Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)*
20. Housing Assistance

- 2.5 *Housing*
- 21. Part Month Payments and Deductions
  - 1.87 *Part Month Payments and Deductions - Schedule*
- 22. No Cuts in Salary and Benefits
  - 1.69 *No Cuts in Salary*
- 23. Pay Periods
  - 1.88 *Pay Periods, Salary Payday Schedule*
- 24. Payment For Work Beyond Regular Work Year
  - 1.86 *Counsellors Working Outside School Calendar, Night School Payments/Summer School Payments, Salary-Payment for Additional Days; Not Regular School Days*
- 24. Board Payment of College Fees
  - 1.5 *College Fees, Employer Payment*
- 25. General Benefits
  - 1.10 *General Information, Benefits*
  - 3.36 *Benefits - Management Committee*
- 26. Benefits - Coverage
  - 1.6 *Coverage - Benefits*
  - 1.7 *Dental*
  - 1.9 *Extended Health*
  - 1.11 *Group Life Coverage*
  - 3.37 *Benefits - Optional Life Insurance*
  - 1.12 *Long Term Disability*
  - 1.14 *MSP, Benefits*
  - 1.16 *Deferred Salary Retirement Plan*
  - 1.20 *Vision Care*
  - 1.24 *Clothing Allowance; Uniforms / Coveralls*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
- 27. Death Benefits
  - 1.8 *Death*
- 28. Unemployment Insurance/SIF Rebate
  - 3.3 *Benefits - UIC (all rebates)*
- 29. Continuation of Benefits
  - 1.13 *Benefits - Payment for During Leave*
  - 1.17 *Salary Indemnity, Salary Continuance, Long Term Disability*
- 30. Retirement Bonuses
  - 1.15 *Pension, Retirement, Superannuation*
  - 1.16 *Retirement Incentive Benefits*
  - 1.22 *Bonus for Long Service*
  - 1.27 *Bonus for Early Retirement, Early Retirement Incentive*
  - 2.8 *Wellness Programs*
- 31. Employee and Family Assistance Program
  - 2.3 *EAP/EFAP*
- 32. Personal Property Insurance
  - 1.102 *Loss of Personal Effects, Theft, Vandalism*

- 33. Group RRSP
  - 3.38 *Benefits - RRSP*

**Section C — Employment Rights**

- 1. Employment on Continuing Contract
  - 1.31 *Employment/Appointment on Continuing Contract*
  - 1.98 *Employment Rights - Temporary Teachers*
  - 3.1 *Appointment - Probationary*
- 2. Dismissal and Discipline for Misconduct
  - 1.37 *Suspension, Dismissal and Discipline*
  - 3.40 *Conduct of a Teacher (Outside School)*
- 3. Dismissal Based on Performance
  - 3.5 *Dismissal for Non-Performance*
- 3.1 The Processes of Evaluation of Teachers' Teaching Performance
- 4. Part-Time Teachers' Employment Rights
  - 1.45 *Job Sharing*
  - 1.74 *Appointment to District (Offer of), Posting & Filling Vacant Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 1.82 *Part Time Teachers' Sick Leave and Benefits, Employment Rights - Part Time Teachers*
  - 1.83 *Long Services - Part Time Teaching Plan, Part Year Teachers*
- 5. Teacher on Call Hiring Practices
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
- 6. Seniority-Layoff-Recall-Severance Pay
  - 1.100 *Layoff, Termination, Re-Engagement, Severance, Seniority*
  - 3.24 *Seniority (not associated with termination/severance)*
- 7. Retraining
  - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Leave Retraining, Teaching Training, Upgrading - Board Directed*

**Section D — Working Conditions**

- 1. Hours of Work
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 2. Preparation Time
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 3. Regular Work Year for Teachers
  - 1.92 *Regular Work Year for Teachers; School Calendar*
  - 1.104 *Year Round Schools*
  - 3.46 *Reports (Teacher) on Students*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
  - 1.73 *Conference Days - Parent Teacher*

- 3.50 *Closure of Schools for Health or Safety Reasons*
- 4. Duration of School Day
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
- 5. Supervision Duties
  - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*
- 6. Availability of Teacher on Call
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
- 7. Teacher on Call Working Conditions
  - 3.30 *Substitute Teacher Working Conditions*
- 8. Mentor/Beginning Teacher Program
  - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
  - 1.72 *Orientation, Teacher, Employee*
- 9. Child Care for Work Beyond Regular Hours
  - 1.35 *Day Care; Child Care*
- 10. Home Education
  - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*
- 11. Itinerant Teachers
  - 1.36 *Definition of Teachers, Itinerant Teachers*
- 12. Space and Facilities
  - 1.110 *space and facilities*
- 13. Non-traditional Worksites
  - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*
- 14. Correspondence Courses
  - 1.33 *Correspondence School*
- 15. Technological Change
  - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*
- 16. Hearing and Medical Checks
  - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*
- 17. Services to Teachers
  - 1.107 *School Services to Teachers, Like Translation*
- 18. Inner City Schools
  - 2.9 *Use of Inner City School Funds*

**Section E — Personnel Practices**

- 1. Definitions
  - 1.36 *Definition of Teachers, Itinerant Teachers*

2. Posting Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
  - 1.101 *Board Initiated Transfers, Involuntary Transfers*
  - 1.30 *Creation of New Positions*
  - 3.25 *General Provisions for Transfer*
  - 3.34 *Teacher Initiated Transfer - Voluntary*
  
3. Filling Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
  - 1.101 *Board Initiated Transfers, Involuntary Transfers*
  - 1.30 *Creation of New Positions*
  - 3.33 *Staff Reductions - Transfers (may impact Section C.?)*
  - 3.43 *Job Description*
  
- 3.1 NOTE: Re: Selection of Administrative Officers, See Addendum B.
  
4. Offer of Appointment to the District
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  
5. Positions and Assignments - referenced to Definition
  
6. Non-sexist Environment
  - 3.16 *Non Sexist Environment*
  
7. Sexual Harassment
  - 3.15 *Harassment - Sexual; Personal Harassment*
  
8. Harassment
  - 3.14 *Harassment of Teachers*
  
9. Falsely Accused Employee Assistance
  - 2.4 *Falsely Accused Employee*
  
10. Parental Complaints
  - 3.39 *Complaints - Public*
  
11. Violence Prevention in Schools
  - 3.47 *Acts of Violence Against Teachers*
  
12. Criminal Record Checks
  - 1.111 *criminal record checks*
  
13. Resignation
  - 3.44 *Employee Terminating Employment*

**Section F — Professional Rights**

1. Educational Change
  - 1.34 *Curriculum Implementation; Field Services*
  - 1.76 *Consultation Time to Deal w/Curriculum Changes Imposed by Ministry*



- 3.41 *Future Education Directions Committee*
- 2. Professional Development: Funding (NOTE: See also Addendum C)
  - 1.19 *Tuition Costs*
  - 1.78 *Professional Development Committee - as related to funding*
  - 1.81 *Funds - Professional Development*
- 3. Professional Days (Non-Instructional)
  - 1.70 *Non-Instructional Days*
- 4. School Accreditation
  - 1.1 *Assessment, Accreditation (Elementary & Secondary)*
- 5. Professional Autonomy
  - 3.26 *Autonomy - Professional; Method of Instruction*
  - 3.27 *Responsibilities - Duties of Teachers*
  - 1.44 *Copyright Infringement; Indemnification; Save Harmless*
  - 3.42 *Use of PCs - Video*

**Section G — Leaves of Absence**

- 1. Sick Leave
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
- 2. Maternity and Parental Leave and S.U.B. Plan
  - 1.18 *Maternity Supplemental Unemployment*
  - 1.108 *Maternity Leave*
  - 1.109 *Parental Leave - Short Term*
- 3. Short Term Paternity Leave and Adoption Leave
  - 1.46 *Adoption Leave*
  - 1.60 *Paternity Leave*
- 4. Jury Duty and Appearances in Legal Proceedings
  - 1.56 *Jury Duty Leave, Witness*
- 5. Educational Leave
  - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading, - Board Directed*
  - 1.103 *Study Leave - Year End*
- 6. Bereavement/Compassionate Leave
  - 1.48 *Bereavement Leave*
  - 1.53 *Funeral Leave*
- 7. Leave for Family Illness
  - 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
- 8. Discretionary Leave
  - 1.54 *Short Term - Leave, Discretionary; General; Personal*
- 9. Leave for Elected Office and Community Service
  - 1.49 *Community Service; Search and Rescue Leave*

- 1.51 *Election Leave, Political Leave*
10. WCB Leave With Pay  
 1.21 *WCB*  
 1.67 *Worker's Compensation - Leave*
11. Early Retirement Incentive Plan - separate from B
12. Leave of Absence Incentive Plan  
 1.47 *Absence Incentive Plan - Leave*
13. Religious Holidays  
 1.62 *Religious Holiday - Leave*
14. Leave to Attend Retirement Seminars  
 1.112 *Leave to Attend Retirement Seminars*
15. Leave for Communicable Disease  
 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
16. Leave for Conference Participation  
 1.113 *Leave for Conference Participation*
17. Leave for Competitions  
 1.55 *International Amateur Competition, Sports Competition Leave*
18. Leave for Visiting Exchange Teachers (needs broader title)  
 1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
19. Leave for University Convocations (needs broader title)  
 1.64 *Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
20. Leave for Blood, Tissue and Organ Donations  
 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
21. Leave for Exams  
 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
22. Miscellaneous Leaves with cost  
 1..58 *Other - Leave*  
 1.106 *Committee - Detached Duty*

May 31, 1995 – Provincial

<b>Appendix 2</b>
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**LOCAL MATTERS**

**Appendix 2 – Local Matters**

Housekeeping - Form

- 4.37 *Glossary for Terms*
- 4.17 *Cover Page of Agreement - Memorandum*
- 4.21 *Preamble, Introduction, Objects, Statement of Purpose*
- 4.22 *Purpose of Contract*

**Section A — The Collective Bargaining Relationship**

1. Local Negotiation Procedures
  - 4.1 *Abeyance of Contract*
2. Recognition of Union
  - 4.39 *Recognition of Union*
3. Access to Worksite
  - 4.2 *Access to Worksite*
4. Use of School Facilities
  - 4.30 *Use of Facilities*
5. Bulletin Board
  - 4.6 *Bulletin Board*
6. Internal Mail
  - 4.15 *Internal Mail*
7. Access to Information
  - 4.40 *Access to Information*
8. Teachers' Assistants (NOTE: See also Addendum C)
  - 4.29 *Aides, Volunteers, Teacher Assistants*
9. Picket Line Protection
  - 4.38 *Protection - Picket Line; School Closures - Re: Picket Lines (Strikes)*

**Section B — Salary and Economic Benefits**

1. Purchase Plans for Equipment
  - 4.27 *Computer Purchase*
2. Payroll Deductions
  - 4.24 *Payroll Deductions to Teachers Investment Account; Canada Savings Bond Deductions; Investment of Payroll -Choice of Bank Account*
3. Employee Donations for Income Tax Purposes

## **Section D — Working Conditions**

1. Extra-curricular Activities  
3.11 *Extra-curricular*
2. Staff Meetings  
4.28 *Meetings - Staff*
3. Health and Safety  
4.26 *No Smoking - Smoke Free Environment*
4. Health and Safety Committee  
4.14 *Accident Prevention Committee; Health and Safety Committee*
5. Hazardous Materials
6. Student Medication and Medical Procedures  
1.68 *Integration, Mainstreaming, Special Needs Students Specific to Student Medication and Medical Procedures*
7. Local Involvement in Board Budget Process  
4.5 *Committee - Finance Board Budget - Union Involvement, School Funds*
8. Teacher Involvement in Planning New Schools  
4.27 *Computer Purchase Plan; Construction of New Schools (Teacher Input) Equipment, Utilization, Supplies*

## **Section E — Personnel Practices**

1. Personnel Files  
4.20 *Personnel Files*
2. School Act Appeals  
4.25 *Appeal by Students/Parents Under School Act*
3. Board Policy  
4.4 *Board Policy - Commercialism in Schools; Input into Board Policy*
4. No Discrimination  
4.35 *Discrimination*
5. Race Relations  
4.33 *Multiculturalism; Race Relations*
6. Gender Equity  
4.36 *Gender Equity*
- 6.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.

## **Section F — Professional Rights**

1. Professional Development Committee (NOTE: See also Addendum C)  
1.78 *Professional Development Committee - as related to control*
2. First Nations Curriculum  
4.12 *First Nations - Indian Studies Curriculum*

3. Women's Studies
  - 4.31 *Women's Studies*
4. Committees
  - 4.8 *Committee - Professional Relations*
  - 4.19 *Parent Advisory Council*
  - 4.48 *Joint Studies, Liaison, Employment Relations Committee*
5. Fund raising
  - 4.13 *Fund Raising*
6. Classroom Expenses
  - 4.23 *Reimbursement for Classroom Materials Paid by Teachers*

**Section G — Leaves of Absence**

- 4.3 *Banked Time Plan*
  - 4.7 *Committee - Leave of Absence*
  - 4.18 *Non-Contractual Items, Without Prejudice*
  - 4.11 *Energy Awareness*
  - 4.16 *Leave - notice*
1. Long Term Personal Leave
  2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
  3. Deferred Salary/Self Funded Leave Plans

Other unpaid leaves from Previous Local Agreements not otherwise contained in Appendix 1 are deemed to be part of Appendix 2 (Local Matters).

NOTE: See also Addendum A and Addendum D re unpaid leaves.

**Addendum A To  
Letter of Understanding No. 1  
Appendix 1 and 2**

**Unpaid Leave In The Designation Of Provincial and Local Matters**

Unpaid leave shall be designated for local negotiations, except as it relates to those elements of the clause that are provincial including: continuation of benefits, increment entitlement, pension related matters, and posting and filling.

"D. Hogg"  
Negotiation Team For  
British Columbia Teachers' Federation

"K. Halliday"  
Negotiation Team For  
British Columbia Public School  
Employers' Association

October 25/95

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**Addendum B To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Concerning Selection of Administrative Officers**

"Selection of Administrative Officers" shall be designated as a local matter for negotiations in those districts where the Previous Local Matters Agreement contained language which dealt with this issue or its equivalent. For all other districts, "Selection of Administrative Officers" shall be deemed a provincial matter for negotiations.

The issue of Administrative Officers returning to the bargaining unit does not form part of this addendum to appendices 1 and 2.

For the purposes of paragraph one of this addendum, the parties acknowledge that language on the issue of "Selection of Administrative Officers" or its equivalent exists in the Previous Local Agreements for the following districts: Fernie, Nelson, Castlegar, Revelstoke, Vernon, Vancouver, Coquitlam, Nechako, Cowichan, Alberni and Stikine.

The parties further acknowledge that there may be language in other Previous Local Agreements on this same issue. Where that proves to be the case, "Selection of Administrative Officers" or its equivalent shall be deemed a local matter for negotiations.

Dated this 11 day of December, 1996.

"Alice McQuade"  
President  
BC Teachers' Federation

"K. Halliday"  
Chief Negotiator  
BC Public School Employers' Association

**Addendum C To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Professional Development**

For the purposes of section 7 of part 3 of PELRA the parties agree as follows:

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a "fund" for professional development purposes and the continued entitlement of an individual teacher to professional development funds and/or teacher-on-call time following a transfer shall be designated as local matters.

For BCTF:  
"R. Worley"

For BCPSEA:  
"K. Halliday"

Date: Original April 23, 1997  
Amended by *Education Services Collective Agreement Amendment Act, 2004*

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**Addendum D To  
Letter of Understanding No. 1  
Appendices 1 and 2**

**Re: October 25, 1995 Letter of Understanding ("Unpaid Leave") – Revised**

1. The parties agree that "unpaid leave" for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.
2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Dated this 7<sup>th</sup> of October, 1997.

British Columbia Teachers' Federation

British Columbia Public School Employers'  
Association

"R. Worley"

"K. Halliday"

**LETTER OF UNDERSTANDING NO. 2**

**Between:**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)**

**And:**

**THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)**

**Re: Approved list of arbitrators for:**

- Article D.3 Alternate School Calendar
- D.5 Middle Schools
- LOI 1 Formalization of Middle School Provisions

The parties agree that the following arbitrators shall be used to adjudicate disputes arising pursuant to the provisions of Articles D.3.7, D.5.5 and/or LOI No. 1. The List shall include:

John Kinzie  
Judi Korbin  
Robert Pekeles

This list shall be in place for the term of this agreement and shall expire on June 30, 2011 unless otherwise amended and/or extended by the parties.

Dated: August 14, 2007

*Originals signed by:*

Irene Lanzinger  
For the BCTF

Jacque Griffiths  
For the BCPSEA



**LETTER OF UNDERSTANDING No. 3. a**

**Between**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)  
And**

**THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)**

**Re: Section 4 of Bill 27 Education Services Collective Agreement Act**

**Transitional Issues—Amalgamated School Districts—SD.5 (Southeast Kootenay), SD.6 (Rocky Mountain), SD.8 (Kootenay Lake), SD.53 (Okanagan-Similkameen), SD.58 (Nicola-Similkameen), SD.79 (Cowichan Valley), SD.82 (Coast Mountains), SD.83 (North Okanagan-Shuswap), SD.91 (Nechako Lakes).**

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**Does not apply in School District No. 63 (Saanich)**

**LETTER OF UNDERSTANDING No. 3.b**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Section 27.4 Education Services Collective Agreement Act**

**Does not apply in School District No. 63 (Saanich)**

## LETTER OF UNDERSTANDING No. 4

**BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Early Incentive Payment**

Should the parties reach a tentative collective agreement by June 30, 2006 which is subsequently ratified by the parties, each bargaining unit member who is an employee of the school district on June 30, 2006 shall be eligible to receive a one-time lump sum incentive payment.

The incentive payment shall be equal to a maximum of \$3,700 dollars for each full-time equivalent employee and shall be pro-rated for employees working less than full-time. For the purpose of determining the amount of the incentive payment, a full-time equivalent employee (continuing or temporary) is an employee who worked on a full-time basis (183 days) during the period of September 1, 2005 – June 30, 2006. For the purpose of determining the amount of the incentive payment for teachers on call, a full-time equivalent teacher on call is a teacher on call who worked on a full-time basis (177 days) during the period of September 1, 2005 – June 30, 2006. The incentive payment for employees who worked less than full-time over this period of time shall be pro-rated based on the actual time worked as a percentage of full-time. No employee shall be eligible for a payment in excess of \$3,700. Time spent on the following leaves shall not be deducted for the purposes of this calculation:

- All leaves with pay
- Maternity or parental leave
- Days on approved WCB and Salary Indemnity Plan that commenced between July 1, 2005 and June 30, 2006.

The one-time lump sum incentive payment is subject to the legal and statutory deductions. This payment is not included as pensionable earnings nor is it included for calculations of benefits.

The incentive payment shall be paid to employees upon receipt of funding from the government and as soon as practicable for the school district to calculate the individual payment amounts and distribute the funds.

In addition to the above, each full-time equivalent employee shall receive a one-time payment of \$300 in recognition of past purchases of professional resources, to be paid in the same manner as above.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: One Time Payment to Teacher Inflation Adjustment Account**

1. The parties to this LOU have agreed that Government will make a one-time payment to the Inflation Adjustment Account of the Teacher Pension Plan in the following amount:

July 15, 2006 \$20,000,000

2. The contribution represents an extraordinary (non-recourse) payment, in addition to those which would normally be made to the Teacher Pension Plan/Inflation Adjustment Account, and in no way replaces or amends the obligations of any person to make contributions to the Teacher Pension Plan/Inflation Adjustment Account.
3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.
4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 6**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

The parties recognize that Aboriginal employees are underrepresented in the public education system. The parties are committed to redress the under representation of Aboriginal employees and therefore further agree that:

- They will encourage the employer and the local to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a “special program” that would serve to attract and retain Aboriginal employees.
- The parties will assist the employer and the local as requested in the application for and implementation of a “special program” consistent with this Letter of Understanding.

Original signed by:

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Brian Kennelly  
BCTF Co-Chief Negotiator

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Jacque Griffiths  
BCPSEA Chief Negotiator

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Suzie Mah  
BCTF Co-Chief Negotiator

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Articles Housekeeping Committee**

1. The parties agree to establish a housekeeping committee to address the updating and consistency of terms in existing common Provincial Articles.
2. The committee shall meet as soon as possible and shall conclude its work no later than September 30, 2006.
3. The agreed housekeeping changes shall be implemented with the next printing of the Provincial Collective Agreement and working documents.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process**

1. Further to our discussions of June 25, 2006, we write to confirm that we have jointly agreed that effective July 1, 2007 or at an earlier time agreed to by the local and the employer, and continuing until four (4) months prior to the expiry of this collective agreement, both parties will amend their respective mid-contract modification processes. Specifically, we have agreed that neither BCPSEA or the BCTF will reject any mid-contract modifications proposed by the local parties which achieve one or more of the following purposes (and no other purposes):
  - a. The elimination of out-of-date references to terms, dates or other matters;
  - b. The updating of collective agreement language that is either no longer relevant or functional; or
  - c. The resolution of internal inconsistencies and incongruities within individual agreements.
2. As discussed, nothing in this letter permits the local parties to make amendments to common provincial language.
3. Finally, we confirm that any disputes regarding the rejection by one of the provincial parties of a proposed change on the basis of non-compliance with paragraph 1 parts a, b & c above shall be referred to Irene Holden for facilitation and resolution.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Rehabilitation Committee**

The parties agree to form a Rehabilitation Committee comprised of three (3) representatives of BCPSEA and three (3) representatives of the BCTF.

The parties agree to discuss and review the BCTF Rehabilitation Program. The Committee may make recommendations to the parties on the following matters:

- a) The time and manner in which employees are referred to the program and in which contact is made by the Rehabilitation Consultant after referral;
- b) Employees' participation;
- c) Status of the employee in the BCTF Rehabilitation Program;
- d) Information provided to the employer when an accommodation is sought;
- e) Information provided to the employer with respect to the status of an employee's SIP/LTD claim;
- f) Expansion of the BCTF Rehabilitation Program to 60 School Districts;
- g) The effectiveness of the BCTF Rehabilitation program and potential areas of improvement;
- h) Any other matters the Committee deems appropriate.

The Committee shall meet in good faith and shall complete its work by no later than June 30, 2008.

Original signed by:

\_\_\_\_\_  
Jinny Sims  
BCTF President

\_\_\_\_\_  
Jacquie Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Benefits Review Committee**

1. The parties agree to form a Benefits Review Committee to review teacher benefit plans throughout the province. The Committee will consist of three representatives of BCPSEA and three representatives of the BCTF. The Committee will be provided with funding of \$200,000 to utilize outside actuarial or other required consulting services.
2. In the event the parties agree to implement changes to any benefit plans, and that ongoing savings have been achieved as a result of the changes, the full amount of any savings will be reinvested in improving teacher benefit plans.
3. In the event the parties do not agree on the amount of any savings achieved, or, in the event savings are agreed upon, the cost of a proposed reinvestment, the matter will be referred to an independent auditor for binding resolution.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 11

**BETWEEN:**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**AND**  
**BRITISH COLUMBIA TEACHERS' FEDERATION**

### Re: 2008 Salary Harmonization

1. This Letter of Understanding shall apply to all school districts except those who are entitled to a Recruitment & Retention allowance pursuant to Letter of Understanding No. 12 Re: Teacher Supply and Demand Initiatives.
2. Effective July 1, 2008, all salary grid maximums which are less than those set out below\* will be adjusted to the following levels:

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 62,566	\$ 71,117	\$ 76,168	\$ 77,942

3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by this Letter of Understanding shall be increased by no less than 2.5%.
4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

*Note: this grid has been arrived at through the following:*

1. *Implement the initial maximums based on weighted average figures identified in BCTF letter of July 4, 2006 to BCPSEA Chairperson:*

	Category 4	Category 5	Category 5+	Category 6
Max	\$ 56,407	\$ 64,116	\$ 68,669	\$ 70,269

2. *Add 2.5% effective July 1, 2006*
3. *Add 2.5% effective July 1, 2007*
4. *Add 2.5% effective July 1, 2008*
5. *Add an additional 3.0% effective July 1, 2008*

Original signed by:

\_\_\_\_\_  
Jinny Sims  
BCTF President

\_\_\_\_\_  
Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 12

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

The BC Teachers' Federation and the BC Public School Employer's Association agree to undertake the following initiatives to support the recruitment and retention of a qualified teaching force in British Columbia. The parties further agree to establish a joint Public Education Recruitment and Retention Support Committee comprised of two representatives of the BCTF and two representatives of BCPSEA to develop and administer the initiatives.

### **Remote Recruitment & Retention Allowance:**

- a. Effective July 1, 2008, a 3% increase shall be applied to the category 4, 5, 5+ and 6 maximums in the districts listed below:

SD 49 Central Coast	SD 82 Coast Mountain
SD 50 Haida Gwaii/Queen Charlotte	SD 85 Vancouver Island North
SD 52 Prince Rupert	SD 87 Stikine
SD 59 Peace River South	SD 91 Nechako Lakes
SD 60 Peace River North	SD 92 Nisga'a
SD 81 Fort Nelson	

No grid steps other than the maximums identified above shall be adjusted as a result of the implementation of this increase.

- b. All employees in the school districts above to receive a recruitment allowance of \$2,200 upon commencing employment.

All employees identified above, upon the completion of a second continuous year of employment and each continuous year thereafter, to receive the recruitment allowance above as a retention allowance.

- c. The parties agree that the joint Public Education Recruitment and Retention Support Committee will review demographic and other data to establish criteria for the designation of other school districts or schools within a district, if any, deemed appropriate for eligibility of the Recruitment & Retention Allowance. Effective July 1, 2008, the Committee will receive funding of \$3.5 million per year for this purpose.

Original signed by:

\_\_\_\_\_  
Jinny Sims  
BCTF President

\_\_\_\_\_  
Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 13

**BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Fiscal Dividend**

Having agreed to a collective agreement term of July 1, 2006 to June 30, 2011, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

- a. If fiscal dividend funds are determined to be available, upon receipt of funding from the BC government, a fiscal dividend will be paid to employees as soon as practicable for the school district to calculate individual payment amounts and distribute the funds.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- b. The manner of allocation of the Fund monies to employees shall be subject to negotiations between the BCTF and BCPSEA.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 14

**BETWEEN:  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Article B.12 Category 5+ Transitional Provisions**

The parties agree to the following transitional provisions in implementing B.12 Category 5+:

1. Employees who have commenced studies, prior to September 1, 2007, for Category 5+ placement under the Previous Collective Agreement criteria as at June 30, 2007, shall have until June 30, 2011 to complete those studies and still qualify for Category 5+ placement under that criteria. The process for application for Category 5+ shall be as follows:
  - a. Upon completion of the studies for Category 5+ placement, the employee shall first apply and submit the proper documentation to TQS. Where TQS assigns Category 5+, the employee shall submit the Category 5+ TQS card to the employer pursuant to the Previous Collective Agreement.
  - b. Where TQS does not assign Category 5+, the employee shall then apply and submit the proper documentation, including proof of the date of commencement of studies, to the employer. The employer must be the same employer where the employee commenced the studies for Category 5+.
  - c. The employer shall evaluate the employee's application for Category 5+ placement pursuant to the Previous Collective Agreement criteria as at June 30, 2007. Where the employer assigns Category 5+, the employer shall so inform TQS.

Dated this 27th day of June, 2007

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 15

### BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION

#### Re: Article C.2. – Porting of Seniority – Separate Seniority Lists

This agreement was necessitated by the fact that some districts have a separate seniority list for adult education teachers, i.e., 1 seniority list for K – 12 and a second separate seniority list for adult education seniority. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decisions with the understanding that anomalies could be discussed and considered at labour management. There are 4 possible situations and applications:

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
  - Both K – 12 and adult education seniority are contained on a single list in both districts.
  - Normal rules of porting apply.
  - No more than 1 year of seniority can be credited and ported for any single school year.
  - Maximum of 10 years can be ported.
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - Up to 10 years of K – 12 and up to 10 years of adult education can be ported to the corresponding lists.
  - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
  - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
  - A combined total of up to 10 years of seniority can be ported.
  - No more than 1 year of seniority can be credited for any single school year.

4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
- Up to 10 years of seniority could be ported to the seniority list to which the continuing appointment was received.
  - No seniority could be ported to the other seniority list.
  - For example, teacher A in District A currently has 14 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 10 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

The porting of seniority only applies to seniority accrued within the provincial BCTF bargaining unit. The porting of seniority is not applicable to adult education seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Original Signed by:

\_\_\_\_\_  
Jacquie Griffiths  
BC Public Employers' Association

\_\_\_\_\_  
Jim Iker  
BC Teachers' Federation

January 14, 2008

January 21, 2008

## LETTER OF UNDERSTANDING No. 16

**BETWEEN  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave –  
Simultaneously Holding Part-Time Appointments in Two Different Districts**

The following letter of understanding is meant to clarify the application of Article C.2.2 and G.1 of the provincial collective agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates his/her employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days from the initial date of hire) and the seniority verification process (within 90 days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.
3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports) , for the purpose of porting , the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1



Part-time employee in district A has 5 years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90 days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their employment in district A. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

#### Example 2

Part-time employee in district A has 5 years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for her full assignment in district A. The employee will have 90 days from September 1, 2008 to initiate the seniority and/or sick leave verification process and forward the necessary verification forms to the previous school district for the porting of seniority. The Irene Holden award dated June 7, 2007 will then apply. No seniority can be ported to district B until the employee's leave of absence is effective. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

The porting of seniority and sick leave only applies to seniority and sick leave accrued with the provincial BCTF bargaining unit. The porting of seniority and sick leave is not applicable to seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Original Signed by:

\_\_\_\_\_  
Jacquie Griffiths  
BC Public Employers' Association

March 12, 2008

\_\_\_\_\_  
Irene Lanzinger  
BC Teachers' Federation

March 13, 2008

## LETTER OF UNDERSTANDING #101

### LETTER OF UNDERSTANDING

#### BETWEEN:

The Board of School Trustees,  
School District No. 63 (Saanich)

#### AND:

The Saanich Teachers' Association

### Re: Services Currently Contracted Out

The parties agree that Article A.20 (Bargaining Unit Work) shall not apply to the following:

- visiting speakers presenting professional development workshops
- performers or guest speakers to supplement curricular programs
- individuals or groups listed below who interact with students under the direction of a teacher.
  - family advancement workers
  - speech pathologists
  - psychologists
  - occupational therapists
  - physical therapists

By mutual agreement other items not contemplated by the parties may be added to this list.

Dated the 29th day of March, 2004.

Larry Cross  
Chair  
Board's Bargaining Committee

R Stoddart  
Chairperson  
Saanich Teachers' Association  
Bargaining Committee

Hugh Finlayson  
For BCPSEA

Irene Lanzinger  
For BCTF

## LETTER OF UNDERSTANDING #102

LETTER OF AGREEMENT:

BETWEEN:

The Board of School Trustees,  
School District No. 63 (Saanich)

AND:

Saanich Teachers' Association

### Re: South Island Distance Education School

1. Teachers assigned to the South Island Distance Education School are covered by the Collective Agreement and are entitled to all conditions and benefits of the agreement.
2. In the application of Article D.14 (Regular Work Year) teachers of the South Island Distance Education School shall arrange their schedule of work in consultation with the principal of the school.
3. Article A.6 (Grievance Procedure) shall be followed to reach a final and conclusive settlement of any dispute respecting the interpretation, application, operation or alleged violation of the Collective Agreement in the South Island Distance Education School.

Dated the 25<sup>th</sup> day of March, 2004.

Larry Cross  
For the Board

R Stoddart  
For the Association

Hugh Finlayson  
For BCPSEA

Irene Lanzinger  
For the BCTF

## LETTER OF UNDERSTANDING #103

### LETTER OF AGREEMENT

#### BETWEEN

THE BOARD OF SCHOOL TRUSTEES  
AND  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS ASSOCIATION (BCPSEA)

#### AND

THE SAANICH TEACHERS' ASSOCIATION  
AND  
BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

### **Re: Placement upon Return from Long Term Personal Leave**

The parties agree that the following terms shall govern the placement of teachers returning to the district from long term personal leave:

1. For a period of leave up to one year, the teacher will return to the same school from which he/she takes leave, in an assignment similar to that from which he/she left;
2. For a period of leave between one and three years, the teacher has the right to return to the school district, in an assignment that suitable to his/her experience and is similar to the assignment previously held;
3. For an extension of leave beyond three years, the teacher must review with the employer the conditions and terms of return prior to the agreement of the extension of such leave. Notice of a review requirement must be provided by the employer in writing. The employee is required to provide notification of change of address to facilitate such notice.
4. Notwithstanding Paragraphs 1 to 3 of this Letter of Understanding, a teacher may choose to apply for any posted position according to Article E.14.
5. Nothing in this Letter of Understanding changes or modifies the staffing processes as outlined in the following Articles of the Collective Agreement or assigns increased entitlements beyond those provided in these Articles: C.3 Layoff, Recall and Severance Pay; E.13 Posting Vacancies; E.14 Filling Vacancies; E.15 Positions and Assignments; E.16 Transfers; E.17 Teacher Exchanges.

Dated this 25th day of March, 2004

Larry Cross  
For the Board  
Hugh Finlayson  
For BCPSEA

R Stoddart  
For the Association  
Irene Lanzinger  
For BCTF

## LETTER OF UNDERSTANDING #104

### LETTER OF UNDERSTANDING

#### BETWEEN

THE BOARD OF SCHOOL EDUCATION (The "Board")  
SCHOOL DISTRICT NO. 63 (SAANICH)

#### AND

THE SAANICH TEACHERS' ASSOCIATION (The "STA")

### **Re: Part-Time Teachers' Pay for On-call Work**

This Letter of Understanding documents the agreed settlement that resolves two separate grievances (#0607-008 and #0809-003) related to the rate of pay received by part-time contract teachers when performing on-call work and the frequency of payment for such work.

The Board and the STA hereby agree to the following:

1. Article C.16.10b is amended effective September 1, 2008 to read:

*Part-time teachers when performing on-call work shall be paid a daily rate that is 1/195<sup>th</sup> of the teacher's annual salary on scale for each full day worked.*

2. The provisions of Article C.16.3 and C.16.4 and Article B.2 do not apply to part-time teachers who are performing on-call work; rather they shall be paid in accordance with #1 above for all on-call work.
3. The rate in #1 above does not apply in any other provision of the collective agreement that deals with daily or hourly pay rates of teachers. Further, it does not apply to retired teachers acting as teachers-on-call.
4. This Letter of Understanding shall remain in force after the conclusion of the current term of the collective agreement, but may be renegotiated by the Board and the STA should a future provincial agreement amend Article B.36.1, which currently defines a teacher's daily pay as 1/200<sup>th</sup> of the current annual salary of the teacher.
5. The Board will amend its current payroll practice to ensure that part-time teachers who also perform on-call work receive a 40% mid-month pay advance for their on-call work in addition to the 40% advance they receive for their contract work. This on-call work refers to documented on-call time worked between the payroll cut-off date at the end of the previous month and the payroll cut-off date for the current month's mid-month pay advance.

6. The amendment described in #1 above will be effective September 1, 2008. Part-time teachers who have performed on-call work since that date will receive retroactive pay to cover the difference in pay resulting from this amendment.
7. The Board will pay the STA \$5,500, which will be used by the STA for the benefit of teachers-on-call in the district.
8. This agreement is made without prejudice or precedent to this or any other BC school district.

This Letter of Understanding, originally signed by the Board and the Association on March 10, 2009, is signed by:

Saanich Teachers' Association

School District No. 63 (Saanich)

"Sean Hayes"

"Paul Standing"

Date: December 17, 2009

Date: December 17, 2009

BC Teachers' Federation

BC Public School Employers' Association

"Susan Lambert"

"Robert D'Angelo"

Date: March 15, 2010

Date: January 19, 2010

## LETTER OF UNDERSTANDING #105

### LETTER OF AGREEMENT

#### BETWEEN:

The Board of School Trustees,  
School District No. 63 (Saanich)

#### AND:

Saanich Teachers' Association

### Re: Individual Learning Centres

1. Teachers assigned to the Individual Learning Centres are covered by the agreement and are entitled to all conditions and benefits of the agreement contract.
2. In the application of Article D.14 (Regular Work Year) teachers of the Individual Learning Centres shall arrange their schedule of work in consultation with the principal of the school.
3. The principles of Article D.15 (Hours of Instruction/Prep Time) shall apply.
4. Should any unforeseen circumstances or difficulties arise related to the application of the contract and the operation of the Individual Learning Centres, the President of the Association and the Superintendent or designate shall meet with the principal and teachers of the Individual Learning Centres in order to resolve the situation.
5. The terms of this letter of agreement shall be in force until the current collective agreement with the Saanich Teachers' Association is replaced with the Provincial Teachers' Collective Agreement.

Dated the \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Chair  
Board's Bargaining Committee

LMC.klg

\_\_\_\_\_  
Chairperson  
Saanich Teachers' Association  
Bargaining Committee

**LETTER OF UNDERSTANDING #106**

SECTION "A"

MEMORANDUM OF AGREEMENT

**Deferred Salary Leave Plan**

I have read the terms and conditions of the Agreement between the Board of School Trustees of School District No. 63 and the Saanich Teachers' Association setting up the Deferred Salary Leave Plan and understand same and I agree to indemnify and save the Board harmless from and against any and all liability, loss, damage, costs, or expenses which it may hereafter incur, suffer, or be required to pay by reasons of the participation of the Board in said Plan.

1. **Enrolment Date**

My enrolment in the Plan shall become effective commencing: \_\_\_\_\_ 1, \_\_\_\_\_.

2. **Number of Years of Participation**

I shall participate in the Plan for \_\_\_\_\_ years (not to exceed six) and my Leave of Absence shall immediately follow thereafter but subject to the provision of paragraph 3 below.

3. **Year of Leave**

In accordance with clause 4.6, I shall take my Leave of Absence from \_\_\_\_\_ 1, \_\_\_\_\_ to \_\_\_\_\_ 1, \_\_\_\_\_ (not less than 6 consecutive months) but I shall have the right in accordance with clause 4.5 to postpone such leave for twelve (12) months and the School District shall have the right to defer such leave for twelve (12) months in accordance with clause 4.4.

4. **Funding of Leave of Absence**

**Note:** To be completed for the years up to the time in which the Leave of Absence specified in paragraph 2 above is to commence.

In accordance with clause 3.1, I direct that the percentage amounts as set out in this clause be withheld from my Current Compensation Amount with respect to my participation in the Plan for the following years:

First Year	_____ %	Fourth Year	_____ %
Second Year	_____ %	Fifth Year	_____ %
Third Year	_____ %	Sixth Year	_____ %



**Note:** Not to exceed 33 1/3% of my current compensation amount.

5. **Return to Employment with the Board**

I understand I must return to employment with the Board for a period of time not less than the period of leave.

6. **Alteration of Contributory Percentage**

I may, by written notice to the School District given one month prior to the anniversary date of my participation in the Plan, alter the percentage amounts for the next or any subsequent year.

**Deferred Salary Leave Plan Memorandum of Agreement  
Schedule "A"**

7. **Payment of Accrued Interest**

I direct the School District to pay Accrued Interest to me on each of the following dates:

- i) The December 31 which occurs at the end of the calendar year in which I become a Participant;
- ii) Each December 31 occurring after the date specified in clause (i) above; and
- iii) The last date of the Leave of Absence, or when the School District makes a payment under clause 4.4, 6.1, 6.2 or 6.3.

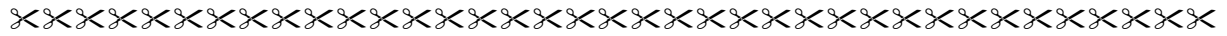
In accordance with Clause 3.3 of the Revised Deferred Salary Leave Plan it is understood that the Board is not liable to the participant for any investments made.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date



**PERSONAL INFORMATION**  
**(Please Print)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Birthdate:** \_\_\_\_\_

**S.I.N.:** \_\_\_\_\_