

2001 - 2004

PROVINCIAL and LOCAL AGREEMENT

A WORKING DOCUMENT

- Between -

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

**Board of School Trustees of School District No. 62 (Sooke)
(The "Employer")**

- and -

**British Columbia Teachers' Federation
(BCTF)**

**Sooke Teachers' Association
(The "Local")**

Effective July 1, 2001 - June 30, 2004

AS IT APPLIES IN School District No. 62 (SOOKE)

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.

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SECTION A - COLLECTIVE BARGAINING RELATIONSHIP

PREAMBLE

The parties recognize and support the purposes of this agreement to be:

- (a) to set forth the terms and conditions of employment agreed to between the parties;
- (b) to promote harmonious relations between the Board and the Association;
- (c) to establish a climate for students that promotes excellence in education in this school district.

DEFINITIONS

Continuing Teacher

Shall mean a teacher appointed for an indefinite period.

Part-Time Teacher

Defined as teachers who have an appointment of less than 1.0 F.T.E. (Full Time Equivalent)

Term Specific Teacher

Shall mean a teacher appointed for a specified period.

Teacher-On-Call

Shall mean a teacher employed to supplement the teaching staff in instance of illness or absence.

ARTICLE A1 - TERM, CONTINUATION AND RENEGOTIATION [P.C. A.1]

In this Collective Agreement, “**Previous Collective Agreement**” means the Collective Agreement constituted under the *Public Education collective Agreement Act*, S.B.C 1998, c.41, that was in effect between the parties for the period July 1, 1998 to June 30, 2001, including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2001 to June 30, 2004. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they shall 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.
2. In the event that a new collective agreement is not in place by June 30, 2004, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition is amended or modified by or under the *Education Services Collective Agreement Act* or in accordance with this Collective Agreement.
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 the 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.
5.
 - a. Changes in those local matters agreed to by a local union and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to paragraph (b) below.
 - b. A local union 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 *Public Education Labour Relations Act*.

ARTICLE A2 - RECOGNITION OF THE UNION [P.C. 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 BCTF is established as the bargaining agent pursuant to PELRA and subject to the provisions of this Collective Agreement.
2. Pursuant to PELRA, the employer recognizes the Sooke Teachers' Association as the teachers' union for the negotiation in the district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the district subject to PELRA and the Provincial Matters Agreement.
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 A3 - MEMBERSHIP REQUIREMENT [P.C. 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 Sooke Teachers' Association, subject to Clause 2 of this article.
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 A4 - LOCAL AND BCTF DUES DEDUCTION [P.C. 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.
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. [The practice is: completed forms shall be forwarded by the teacher to the Association not later than (15) fifteen calendar days following the date of hiring.]
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.
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. [The practice is: the form and timing of the remittance of Local fees and levies shall be by the fifteenth (15th) day of the month following such deduction.]
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 A5 - COMMITTEE MEMBERSHIP [P.C. A.5]

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the Local.
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.

3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Clause 1 and 2 above, in order to attend meetings that occur during normal instructional hours. Teacher on Call costs shall be borne by the employer.
4. When a Teacher on Call is appointed to a committee referred to in Clause 1 or 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 A6 - GRIEVANCE PROCEDURE (P.C.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

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.

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 paragraph (2a) 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.

4 Step Three

- (a) If the grievance is not resolved within ten (10) working days of the referral to Step Two in paragraph (3a) 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.

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.

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 paragraph (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.

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 paragraph (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 7.a and 7.b of this article.
 - (iii) Each party shall determine who shall attend the meeting on its behalf.

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 BC *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.

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 A7 - MANAGEMENT RIGHTS

The Association recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the appointment, assignment and duties of teachers is a right vested exclusively in the Board, except as otherwise provided in this agreement. Such rights are to be exercised in a fair and reasonable manner.

ARTICLE A8 – PRESIDENT’S AND VICE PRESIDENT'S RELEASE

The Board hereby agrees to release both the teacher elected as President and the teacher elected as Vice President of the Sooke Teachers' Association from teaching duties on the following conditions:

- (a) An application must be made in writing to the Board by May 31st of the school year prior to the school year for which the release is being requested.
- (b) The Board will continue to pay the President and Vice President their respective salaries and to provide benefits as specified in the agreement. The Sooke Teachers' Association will be billed by the Board and will reimburse the Board for the Board's cost of salary, allowances and fringe benefits (including Pension Premiums).
- (c) For purposes of pensions, experience, sick leave and seniority, the President and the Vice President shall be deemed to be in the full employ of the Board.
- (d) The teacher returning to full teaching duties from a term or terms as President or Vice-President shall be entitled to return to the same assignment previously held, if practicable, or to a comparable equivalent assignment as per the provisions of Article E1.3e (i).
- (e) In the event the President or Vice President is unable to fulfill the Presidential or Vice Presidential duties, the Association shall pay a teacher on call to permit another Association member to assume the duties of the President or Vice President. Provisions of (b), (c), and (d) shall also apply.

ARTICLE A9 - RELEASE TIME FOR LOCAL, BCTF, CTF AND COLLEGE OF TEACHER BUSINESS

- 9.1 An employee covered by this agreement who is: a member of the Executive Committee, Representative Assembly, a committee or task force of either the local, the BCTF, the CTF, and/or the College of Teachers' Council shall be entitled to up to ten (10) days release time. Members elected to the BCTF Executive shall be entitled to an additional five (5) days of release time if required; or appointed an official representative or delegate of the local or the BCTF, or who is an Association staff representative shall be entitled to up to ten (10) days release time; without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the teacher on call.
- 9.2 In the event that an employee covered by this agreement: is elected to a full-time position as an officer of the BCTF, CTF, or B.C. College of Teachers; is appointed on a term contract of employment to the administrative staff of the BCTF, CTF, or B.C. College of Teachers; or seconded to the Federation, CTF or College of Teachers, leave of absence without pay shall be granted for the duration of those duties, up to a maximum of four years. For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board, but at no cost to the Board. In such case the employee shall be entitled, on written notice by May 31 prior to the commencement of a school year, to return to employment with the Board effective the commencement of that school year, and shall be entitled to return to the same assignment, previously held, if practicable, or to a comparable equivalent assignment as per Article E1.3 e (i).

ARTICLE A10 - LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS [P.C. A.7]

1. The school board shall grant a leave of absence without pay to an employee designated by the Provincial union for the purpose of preparing for, participating in or conducting negotiations as a member of the Provincial bargaining team of the BCTF.
2. To facilitate the administration of this Clause, when leave without pay is granted, the school board shall maintain salary and benefits for the employee and the BCTF shall reimburse the school board for the salary costs.
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 school board for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A10(A) – LEAVE FOR LOCAL CONTRACT NEGOTIATION AND ADMINISTRATION

1. Negotiations:

Release time with pay shall be provided for up to five (5) members of the bargaining committee to conduct negotiations, up to a total of twenty (20) days. Under normal circumstances, the Association will request leaves at least three (3) days in advance.

2. Contract Administration:

Release time with pay shall be provided for up to two (2) members of the Association to participate in Step 3 of the grievance procedure or in arbitrations. Under normal circumstances, the Association will request leaves at least three (3) days in advance.

ARTICLE A11-LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES

Local Association school staff representatives, elected in accordance with local Association procedures shall:

- (a) convene staff meetings in the school to conduct Association business, other than during normal instructional hours;
- (b) be relieved of instructional duties with no loss of pay to be present at any meeting between an administrative officer and a teacher in the school or district, where that teacher requests such representation. Administrative officers shall make every effort to conduct such meetings outside normal instructional hours;

- (c) be relieved of instructional duties with no loss of pay in order to participate in a grievance or arbitration.

ARTICLE A12 - ACCESS TO WORKSITE/USE OF SCHOOL FACILITIES

Representatives of the Association and/or the BCTF, authorized by the local Association, shall have the right to transact Association business on school property and utilize district facilities and equipment for meetings and other Association activities. Such use is granted with permission of the appropriate Administrative Officer, and in accordance with the current "joint-use agreement". Such use shall not unreasonably be denied.

ARTICLE A13 - BULLETIN BOARDS

The Association shall have the right to post notices of activities and matters of Association concern on existing bulletin boards. Such right shall not be unreasonably denied by the Administrative Officer.

ARTICLE A14 - INTERNAL MAIL

The Association shall have access to the district courier service and employee mail boxes, free of charge, for communication to bargaining unit members. The Association office shall be included in the drop off and pick up service. Such access shall not be unreasonably denied.

ARTICLE A15 - SCHOOL STAFF COMMITTEES

- 15.1 If the majority of the teaching staff in the school so decide, there shall be established a recognized staff committee in that school.
- 15.2 The size and membership of such a staff committee shall be determined by the teaching staff and may include an Administrative Officer. In smaller schools, the staff may decide to act as a committee of the whole.
- 15.3 Subject to change by a majority vote of the school staff, the staff committee may consider any issue affecting the teaching and learning conditions within the school and make recommendations for improvement in the total teaching and learning situation.
- 15.4 Implementation:
 - (a) The school administration shall consider written recommendations put forward by the staff committee.

- (b) Should the school administration after consideration not act on a recommendation of the staff committee, written reasons shall be provided to the staff committee, with a copy to the Superintendent of Schools.
- (c) Decisions made by a majority vote of the school staff and accepted by the Administrator shall be binding on all members of the staff.
- (d) The functioning of a staff committee shall not contravene the authority and responsibility of the administration pursuant to the *School Act*.

ARTICLE A16 - ACCESS TO INFORMATION

16.1 The Board agrees to furnish to the Association as soon as is practical the following information in as current and accurate a form as possible:

- (a) Audited financial reports, school district budgets as presented at public meetings, preliminary and final fiscal frameworks, and statements of final determination.
- (b) Professional employee information including a list of employees, showing their names, addresses, phone numbers (except those which are specifically unlisted), grid placement, seniority and staff assignment.
- (c) Notification of appointments, reassignments, transfers, resignations, retirements and employee deaths.
- (d) Notification of available teaching positions at the time of publication.
- (e) Notification of suspensions and terminations as they occur.
- (f) Agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.
- (g) Monthly printouts of class sizes.

16.2 In addition, the Board may provide other information the Association requires to fulfil its role as exclusive representative. Such requests shall not be unreasonably denied.

ARTICLE A17 - PICKET LINE PROTECTION

17.1 All employees covered under this agreement shall have the right to refuse to cross or work behind a duly constituted picket line. Any employees failing to report for duty for this reason shall be considered to be absent without pay.

- 17.2 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.
- 17.3 The Board shall not request, require, nor direct any employee covered under this agreement to do work or carry out duties normally performed by employees engaged in a strike, or lock out, nor shall teachers request, require, or direct pupils to carry out such duties.
- 17.4 Teachers shall not be required to work with persons who attempt to perform any of the duties which would normally be performed by employees on strike or locked out.

ARTICLE A18 - COPY OF AGREEMENT

The Board shall provide every member of the Association with a printed copy of this agreement within thirty (30) days, or longer if mutually agreed, upon successful conclusion of negotiations. Costs to be shared equally by both parties.

ARTICLE A19 - STAFF ORIENTATION

- 19.1 All employees new to the staff of the Board shall receive orientation provided by the Board and the Association.
- 19.2 The orientation shall acquaint employees with the basic operation of the school district as well as the rights and responsibilities of the collective agreement.
- 19.3 The Board will provide release time for the teachers new to the district to attend the annual staff orientation.

ARTICLE A20 - CONTRACTING OUT

All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon by the parties, the Board shall not contract out educational services of a type and kind normally and regularly performed by members of this bargaining unit.

ARTICLE A21 - EXCLUSIONS FROM THE BARGAINING UNIT

- 21.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without prior agreement between the parties.

- 21.2 The Board shall notify the Association of all new positions offered in the district and submit to the local association offices a written job description of the new position(s).
- 21.3 Newly created positions, other than administrative officer positions as defined by the *School Act*, shall not be excluded without prior agreement between the parties.
- 21.4 Should the parties fail to reach agreement regarding proposed exclusions from or inclusions in the bargaining unit the matter shall be referred to arbitration as per Article A6.

ARTICLE A22 - TEACHERS' ASSISTANTS

- 22.1 All Teachers' Assistants employed by the Board to assist teachers in carrying out their responsibilities and duties under the *School Act* and Regulations shall be assigned to classes and/or students by the Principal and shall be assigned specific duties by the teacher during the designated periods of time.
- 22.2 Teachers' Assistants shall not assume at any time the direct instructional responsibility for providing educational programs to students or groups of students and shall not perform any of the duties of the teachers, except under the direction of the teacher with whom he/she is working.
- 22.3 Teachers are not responsible for completing performance reviews on Teachers' Assistants, but may provide input into performance reviews at the request of the Administrative Officer.
- 22.4 Teachers' Assistants may be used to supplement but not take the place of qualified professional personnel as covered in this agreement.

ARTICLE A23 – LEGISLATIVE CHANGE [P.C. 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.
- 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.

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).
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.

SECTION B - SALARY AND ECONOMIC BENEFITS

ARTICLE B1 - PLACEMENT ON SCALE - INITIAL PLACEMENT

1.1 Placement on the salary schedule shall be:

- (a) In accordance with the category assigned by the Teacher Qualification Service and
- (b) In accordance with years of experience as determined by clauses of this agreement, and
- (c) Effective the first of the month of initial employment or the effective date of a change in certification/categorization as assigned by Teacher Qualification Service.
- (d) Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted no later than November 15 for teachers commencing employment in September and within three months of commencement of employment or change in certification/categorization for all other teachers. If delays occur in obtaining documentation the teacher shall be responsible for so advising the Board in writing within the time limits stated above.
- (e) At time of appointment the Board shall advise the teacher, in writing, of the documentation required to establish initial salary placement, the deadlines noted above and the requirement to advise the Board if any delay is expected in meeting the deadline. The Board shall advise the teacher when any documentation has not been received and shall pursue the matter with the teacher.
- (f) Each teacher shall be responsible for advising the Board in writing of any change in certification/categorization immediately after an application has been submitted for the change. If delays occur in obtaining documentation, the teacher shall be responsible for advising the Board in writing at the time the delay occurs.
- (g) If a teacher is unable to provide the documentation as outlined in B1.1(d) or B1.1(f), then the Board may retroactively adjust the pay to the level of the documentation received to date.
- (h) In the event that a teacher wishes to appeal his/her placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent or designate within 90 days of final placement for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure in this contract will apply.

1.2 Medical Certificates

Before a teacher is considered eligible for duty and pay or other benefits, the Board may require a medical certificate.

ARTICLE B2 - SCALE ALTERATIONS

Experience Recognition

- 2.1 (a) Eight months of full-time equivalent experience gained through part-time and/or term specific appointments shall constitute a year's experience for increment purposes. These periods shall be added together for experience credit.
- (b) 195 days of teacher-on-call service in School District 62 (Sooke) shall constitute a year's experience for increment purposes (Effective September 1993).
- (c) Increments for part-time, term specific teachers, and teachers-on-call shall be applied on the first month following the month in which a year's aggregate experience is earned.
- (d) Increments for full-time continuous service shall be earned after ten (10) continuous months of full-time teaching and shall be applied on the first month following the month in which a year's aggregate experience is earned.
- 2.2 In order to constitute teaching experience, years of teaching experience outside British Columbia shall be accepted as reported by Boards, Provinces or Territories within Canada, appropriate educational authorities of the federal government, or appropriate educational authorities of foreign countries or recognized international agencies by which the teacher was employed as a teacher under contract. The teacher's qualifications during those years of teaching must be equivalent to the qualifications required to obtain a teaching certificate in British Columbia at the time the teacher is hired, proof of which is incumbent upon the teacher.
- 2.3 Teachers from independent schools in Canada shall receive credit for one-half of such experience upon appointment and shall receive full credit after one year's satisfactory teaching experience in this district. Experience increments shall only be given for the period of time the teacher was eligible for British Columbia certification.
- 2.4 For the purpose of this section, an independent school shall be one which meets all of the following criteria:
- (a) is a nonprofit organization;
- (b) is responsible to a Board of Governors;
- (c) has been in existence for a minimum of five years;

- (d) has provision for inspection.
- 2.5 Teaching service, as specified above, in provincial or federal government schools or similar provincial or federal institutions shall be credited, where the service is deemed equivalent to that of employment in the public school system. Similarly, teaching service or secondment to the staff of the provincial Ministry of Education, shall be credited.
- 2.6 Service as a full-time member of a faculty of education recognized by the Ministry of Education for certification purposes, shall carry full credit.
- 2.7 Absence while on Deferred Salary Leave, Educational Leave, paid statutory sick leave, Maternity and/or Parental Leave, and while in receipt of BCTF Salary Indemnity (Short Term and Long Term) benefits shall carry full experience credit.
- 2.8 Full-time service to the local association or the British Columbia Teachers' Federation, Canadian Teachers' Federation and B.C. College of Teachers shall carry full experience credit.
- 2.9 Part-time service shall be credited for part-time teaching.
- 2.10 Periods of temporary teaching shall be added together for accumulation of years of experience credit.
- 2.11 Trade, Technical and Work Experience

One year of experience shall be allowed for each year of trade, technical or work experience providing such experience is closely related to the teaching workload of the employee concerned. A year of trade, technical or work experience is defined as any ten (10) consecutive months of full time employment in any twelve (12) month period. The maximum to be allowed for the experience shall be five (5) years unless otherwise agreed by the President of the Association and the Superintendent of Schools or designate.

ARTICLE B3 - PART-TIME TEACHERS PAY AND BENEFITS

- 3.1 (a) Part-time Elementary Teachers shall be paid on a pro rata basis proportional to the F.T.E. status of the appointment.
- (b) Part-time Secondary Teachers shall be paid as follows for instructional time:
 - .75 6 Blocks - 80% of salary
 - .625 5 Blocks - 65% of salary
 - .5 4 Blocks - 52% of salary
 - .375 3 Blocks

.25 2 Blocks - No. of blocks/8 x salary =

.125 1 Block

3.2 Sick leave shall be prorated on the same basis as assignment. [See G1]

3.3 Benefits

Part-time teachers shall be permitted to enrol in all benefits provided by this contract. Premiums for all benefits shall be paid by the Board on a pro rata basis, in accordance with the teacher's assignment. (i.e. a teacher with a 0.6 assignment would have 60% of the premium paid by the Board.) The Board shall never pay less than 50% of the premiums.

ARTICLE B4 - TEACHERS-ON-CALL PAY AND BENEFITS [P.C. B.2]

Teachers-on-call shall receive the same percentage adjustment to the teacher-on-call daily rate as is applied to the salary grid for the term of this agreement.

4.1 Teachers-On-Call shall be paid as follows:

- (a) Day 1 - 3: \$140.06 per day, plus 4% vacation pay.
- (b) The Board shall pay teachers-on-call bi-weekly not later than eight (8) days after each pay period.
- (d) Teachers on Call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be pro-rated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective Agreement that provide additional or superior provisions in respect of payment in lieu of benefits shall remain part of this Collective Agreement. [P.C. B.2.5]
- (e) Employees who are employed as Teachers on Call shall be paid in accordance with the provision of the previous Collective Agreement for the first three (3) days of an assignment.[See 4.1.(a) above.] On the fourth consecutive and subsequent consecutive days in an assignment, an employee shall be paid 1/189 of their 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 of the assignment. [P.C. B.2.6]

4.2. All School Districts will ensure that they are in compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay. [P.C. B.2.1]

4.3. 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. [P.C. B.2.2]

- 4.4. A Teacher on Call shall be entitled to the mileage/kilometer 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. [P.C. B.2.3]
- 4.5. 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. [P.C. B.2.4]

ARTICLE B4(A): - EI Rebate [P.C. 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
2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Clause 1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

ARTICLE B5 - POSITIONS OF SPECIAL RESPONSIBILITY

5.1 Job Descriptions

The Board will consult with the Sooke Teachers' Association on all job descriptions for teaching positions of special responsibility, both present and new. These descriptions will be the recognized job descriptions for such positions. Any allowances will be negotiated between the Board and the Sooke Teachers' Association.

5.2 Elimination of Positions

Existing positions of special responsibility shall not be eliminated or changed without consultation with the Teachers' Association.

5.3 Teachers-In-Charge

- (a) In each school the Principal will appoint a designated Teacher-In-Charge. Positions will be posted in each school for a period of one (1) week.
- (b) In the event that all administrative officers and/or head teachers assigned to the school are absent from the school, the Teacher- in-Charge shall be requested to assume the duties specified in this clause for periods not exceeding five (5) consecutive days at any one time. After five (5) consecutive days the Teacher-in-

Charge will receive a daily allowance of 1/195 of the Vice-Principal's allowance in that school in lieu of 1/195 of the Teacher-in-Charge's annual allowance.

- (c) A Teacher-In-Charge shall be appointed at each school with more than 2 F.T.E. and be paid an annual allowance as follows:

Secondary Schools \$500

Middle Schools \$400

Elementary Schools \$300

- (d) When acting as Teacher-in-Charge and when all Administrators are absent, the school shall be provided with a teacher-on-call.
- (e) Absences of administrative officers and/or head teachers for two (2) months or more shall be filled by an acting appointment to the vacant position.

5.4 Department Heads

Heads of Departments shall be paid according to certification and experience in accordance with the basic salary schedule and in addition thereto receive, an allowance determined by his/her appointment under the following classification system, or a spare block where the Administrative Officer is able to provide one to carry out the responsibilities of the job.

(a) Class II 2 points \$1,400

Class I 1 point \$1,000

- (b) Points will be allocated on an annual basis determined by the projected September enrolment. Each secondary school will receive 1 point for every 75 students or major fraction thereof.

5.5 Head Teachers

The Head Teacher shall receive an annual allowance of \$2,400.00.

5.6 Coordinators

Coordinators of district programs shall be paid an annual allowance of \$2,400.

5.7 Curriculum Advisors

Curriculum Advisors shall be paid the basic salary as per grid.

ARTICLE B5(A):- REGISTERED RETIREMENT SAVINGS PLAN [P.C. 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.
2. Where an alternative plan exists in a district pursuant to paragraph 1.b above that plan shall remain in effect for the term of the Transitional Collective Agreement.
3. The BCTF Plan shall be made available in all districts not included in Clause 2 above no later than December 31, 1996.
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.
5.
 - (a) During the implementation phase of the BCTF Plan, the Local will be responsible for disseminating information about the plan and for distributing enrollment forms or other forms that may be required to employees. Completed forms shall be processed and forwarded to the designated trustee by the employer.
 - (b) Following the implementation of the BCTF Plan, 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.
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.
7. Following the establishment of the BCTF Plan pursuant to Clause 3 above, 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 or the establishment of the BCTF Plan in a district.

8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Following the establishment of the BCTF Plan pursuant to Clause 3 above, 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.
11. The BCTF Plan established in a district pursuant to Clause 3 above 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 B6 - SPECIAL ALLOWANCES

6.1 Mileage Allowance

Teachers who are required to use their personal vehicles in order to carry out their regular duties or other board business (as authorized by the Superintendent or designate) shall be reimbursed at the established Board rate. This includes travel between work sites as required on a regular basis.

6.2 Isolation Allowance

Any teacher appointed to Port Renfrew shall receive an isolation allowance of \$1,250 per annum.

6.3 First Aid

The Board shall pay an allowance of \$400.00 per annum to a teacher or teachers holding a valid Industrial First Aid certificate and designated as First Aid attendant in each school as require under the WCB Regulations. The Board shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

ARTICLE B7 - SALARY

- 1. The salary grids have been revised to reflect the following general increases to salaries [PC B.1]:
 - a. Effective July 1, 2001: 2.5% increase
 - b. Effective July 1, 2002: 2.5% increase
 - c. Effective July 1, 2003: 2.5% increase
- 2. General Salary Grids
 - a. Effective July 1, 2001:

<u>Years</u>	<u>Category 3</u>	<u>Category 4</u>	<u>Category 5</u>	<u>Category 6</u>
0	33,040	35,148	38,713	42,153
1	35,070	37,309	40,891	44,490
2	37,104	39,472	43,073	46,834
3	39,130	41,627	45,252	49,175
4	41,161	43,789	47,430	51,513
5	43,192	45,950	49,611	53,855
6	45,225	48,111	51,788	56,194
7	47,002	50,272	53,968	58,535
8	49,074	53,186	57,200	62,425
9	0	0	60,430	66,314

- b. Effective July 1, 2002:

<u>Years</u>	<u>Category 3</u>	<u>Category 4</u>	<u>Category 5</u>	<u>Category 6</u>
0	33,866	36,027	39,681	43,207
1	35,947	38,242	41,913	45,602
2	38,032	40,459	44,150	48,005
3	40,108	42,668	46,383	50,404
4	42,190	44,884	48,616	52,801
5	44,272	47,099	50,851	55,201
6	46,356	49,314	53,083	57,599
7	48,177	51,529	55,317	59,998
8	50,301	54,516	58,630	63,986
9	0	0	61,941	67,972

c. Effective July 1, 2003:

<u>Years</u>	<u>Category 3</u>	<u>Category 4</u>	<u>Category 5</u>	<u>Category 6</u>
0	34,713	36,928	40,673	44,287
1	36,846	39,198	42,961	46,742
2	38,983	41,470	45,254	49,205
3	41,111	43,735	47,543	51,664
4	43,245	46,006	49,831	54,121
5	45,379	48,276	52,122	56,581
6	47,515	50,547	54,410	59,039
7	49,381	52,817	56,700	61,498
8	51,559	55,879	60,096	65,586
9	0	0	63,490	69,671

ARTICLE B7 - SALARY continued

7.3 Pay Periods

- (a) Teachers shall be paid in twenty (20) bi-monthly instalments, from September to June. A mid-monthly advance of approximately one half of the monthly net pay shall be paid on the 15th of the month, if the 15th is a non-working day the pay will be issued on the preceding working day.
- (b) The month end payment shall be paid on the last week day of the month, except for June when it shall be the last working day.
- (c) The annual salary of each teacher to whom this Agreement applies shall be determined in accordance with Article B7.
- (d) The Board may, subject to confirmation by the Liaison Committee, establish special salaries for any journeyman or specialist.
- (e) Psychometricians shall be paid in accordance with Article B1.

7.4 Part Month Payments and Deductions

- (a) The rate of deduction for a day without pay shall be defined as 1/195 of the current annual salary of the teacher.
- (b) A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all school days prescribed by the Board for that month pursuant to Article D4.
- (c) For purposes of the above clause, any working day on which the teacher is on authorized leave of absence shall be deemed to be a day of work for the purposes of benefits, experience, seniority.
- (d) In the event that a teacher commenced work on a day other than the first working school day in that month, or terminates on a day other than the last working school day in that month, the formula for payment for that month shall be based on the percentage of days worked of the total number of instructional days (inclusive of district approved non- instructional days).

7.5 No Cuts In Salary

No teacher shall suffer a reduction in salary or benefits as a result of implementation of this contract, except as otherwise specified for in this agreement.

7.6 No teacher shall receive more than 100% of his/her grid teaching salary for time worked as a teacher unless otherwise specified in this agreement.

7.7 Work Beyond the Regular Work Year

With the exception of Secondary Counsellors any work performed beyond the teachers' regular work year shall be voluntary. Secondary Counsellors may be required to work beyond the regular work year and shall be compensated as outlined in this article. Teachers covered by the agreement who are requested in writing by the Superintendent or designate to work beyond the number of days specified in Article D4 [unless regular school work is unfinished], shall have the option of being paid at a rate of 1/195th of annual salary per day, or have equal time off in lieu, subject to operational requirements. All other benefits and conditions provided by this agreement shall apply to such work. This provision applies to a teacher required by the Board to attend court during non-teaching days.

ARTICLE B8 - GENERAL BENEFITS

8.1 Group Insurance

The Board agrees to provide a Group Insurance Plan which provides employees with the identical benefits of the previous BCTF/BCSTA Group Insurance Plan B. 100% of the premium will be paid by the Board. Membership in the said plan shall be a condition of employment for all teachers coming on the staff of School District No. 62 (Sooke). The Board shall have the right to review the costs and effectiveness of the Insurance Plan and if necessary after consultation with the Association, change carriers. There shall be no reduction of benefits on any change of carriers.

8.2 Medical and Extended Health Insurance

The Board agrees to pay 100% of the monthly premium cost of M.S.P., and Extended Health Benefits. The following shall be included in Extended Health Benefits coverage: vision care (\$150 payable), hospital co-insurance and hearing-aid benefit.

8.3 B.C.T.F. Salary Indemnity Plan - Employment Insurance/SIF Rebate

The B.C.T.F. Salary Indemnity Plan paid fully by the employees, shall be a condition of employment for all teachers. The Board shall make salary deductions on behalf of the teachers.

The Board shall remit monthly to the B.C.T.F. (Salary Indemnity Fund) 5/12 of the savings resulting from the employment insurance premium reduction.

8.4 Dental Insurance

The Board agrees to pay the monthly premium cost of the Dental Plan for all eligible teachers employed by the Board, and their dependents. Participation in the plan shall be a condition of employment for all eligible teachers hired after January 1, 1980. The terms

of the dental plan (Plan A - 100%, Plan B - 60%, and Plan C - 75%) cannot be changed without the approval of the Liaison Committee.

8.5 Continuation of Fringe Benefit Premiums

When a teacher is on medical leave of absence, following the termination of statutory sick leave, the Board will continue to provide its share of all benefit premiums during the period a teacher is in receipt of B.C.T.F. Salary Indemnity Plan short term benefits, and where necessary, a further period of one calendar year where the teacher is in receipt of B.C.T.F. long term benefits.

8.6 Continuation of Benefit Premiums

When a teacher is on an approved leave of absence, he/she may elect to maintain participation in all benefits; however, the full premium cost shall be paid by the teacher subject to carrier conditions.

When a teacher is on Deferred Salary Leave he/she must maintain participation in all benefits and the full premium cost shall be paid by the teacher subject to carrier conditions.

8.7 Death Benefits

In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six months, the Board shall pay one months' salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which he or she was last employed by the Board.

SECTION C - EMPLOYMENT RIGHTS

ARTICLE C1 - EMPLOYMENT CONTRACT

1.1 Continuing Contract

All teachers appointed by the Board to the teaching staff of the district shall be appointed on a continuing contract of employment except for:

- teachers appointed for a specific term
- teachers-on-call

(Both in accordance with this agreement)

1.2 (a) The Board may appoint teachers for a specific term(s) only in the following circumstances:

- (i) to replace a teacher during a leave of absence;
- (ii) to fill a vacancy that arises during the school year;
- (iii) to a teacher-on-call, retroactively, upon completion of a total of 20 days or more in one call-in assignment.

(b) The Board agrees to provide the Association no later than October 15 and February 15 in any school year, a list of those teachers appointed for a specific term(s) in that year.

1.3 Initial Evaluation of Employees

Subject to the provisions of Article E4, teachers shall receive a written report during the first ten (10) months of continuous employment.

In the case of a less than satisfactory report, a plan for improving instruction shall be developed to address those areas which are considered to be unsatisfactory and implemented within a reasonable time frame. The Board shall inform the teacher of his/her right to support from the Sooke Teachers' Association. If the teacher does not meet a satisfactory standard in those areas which have been noted within the time frame specified, the teacher's contract may be cancelled upon a minimum thirty (30) days notice. The Sooke Teachers' Association shall be advised of such notice.

1.4 Re-employment of Teachers who have had term specific appointments:

A teacher who has had a term specific appointment (or appointments) of not less than 8 months in the previous 10 school months, and who has not received a less than

satisfactory report, shall be entitled to further term specific appointments, if available in the subsequent year (as per Article E.1.)

1.5 Conversion of teachers who have had term specific appointments to continuing contracts:

A teacher who has had term specific appointments of not less than 16 months in the previous 20 school months, and who has not received a less than satisfactory report, shall be entitled to placement on a continuing contract as per the provisions of Article E.1.

1.6 Continuing Contract Priority

The Board shall grant continuing contracts to teachers on the basis of the following priority:

- (a) Teachers entitled to be re-engaged on continuing contract from the recall list under Article C8.
- (b) Teachers on continuing part-time contract who requested and received an additional term specific appointment and who have the necessary qualifications for the positions available.
- (c) All teachers who have accumulated more than 16 consecutive months of service with the Board on term specific appointments.
- (d) All applicants.

ARTICLE C2 - DISMISSAL AND/OR DISCIPLINE FOR MISCONDUCT

2.1 The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.

2.2 Where the Board or its designate considers that just and reasonable cause to discipline, suspend or dismiss a teacher may exist, the teacher and the Association shall be notified at the earliest reasonable time and shall be presented with a full statement outlining the circumstances. The teacher shall be entitled to file a written reply to the statement prior to any hearing. The teacher and his/her representative shall be entitled to a meeting with the Superintendent or designate as soon as possible following the notification.

2.3 The Board shall not suspend or dismiss (other than a suspension to which Section 15 (5) of the *School Act* applies) any person bound by this agreement unless it has, prior to considering such action, held a hearing of the Board with the employee entitled to be present. In other instances of disciplinary action, the Association shall upon request be granted a hearing before the Board.

2.4 In the event of a hearing by the Board, the teacher and his/her representative shall have the opportunity to hear all allegations against him/her, respond to these allegations and to ask questions through the Chair regarding these allegations. The Teacher shall be given a

minimum of seventy-two (72) hours notice of such a hearing. Documentation to be presented will be appended to the Board's notice of hearing.

- 2.5 Where the Board disciplines, suspends or dismisses a teacher the Board shall provide the teacher and the Association in writing a full and complete statement of the grounds for its decision.
- 2.6 Where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration.
- 2.7 The Board and the Association recognizes that disciplinary and dismissal matters shall be treated confidentially.

ARTICLE C3 - DISMISSAL BASED ON PERFORMANCE

- 3.1 The Board shall not dismiss a teacher unless the Board has received at least three (3) consecutive reports indicating the learning situation in a class or classes of a teacher is less than satisfactory.
- 3.2 The reports shall be written by at least two different evaluators; one of whom shall be the Superintendent or the Assistant Superintendent.
- 3.3 The reports shall be written independently of each other. The teacher shall be informed that an unsatisfactory report may lead to dismissal.
- 3.4 Reports referred to in sub paragraph 3.1 shall cover a period of time of not less than twelve (12) months nor more than twenty four (24) months. Any period of time spent on medical leave or approved leave of absence shall be added to the period of not less than twelve (12) months nor more than twenty-four (24) months for reporting purposes.
- 3.5 Where the Board decides to dismiss a teacher it shall issue 30 days notice of dismissal. The Board shall provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board within 14 days of such notice.

ARTICLE C4 - PART-TIME TEACHERS' EMPLOYMENT RIGHTS AND RESPONSIBILITIES

- 4.1 A teacher with a continuing full-time appointment to the teaching staff of the district may request a part-time leave of absence from the district. Requests for such appointment reduction must be made on an annual basis by March 1. Appointment reduction leaves shall not exceed a five (5) year duration.
- 4.2 When the request under Section 4.1 of this article is granted by the Board, the teacher shall be entitled to return to the same assignment if practicable or a comparable full-time

assignment at the expiration of the period of time for which the Board has made the part-time assignment.

- 4.3 A teacher with a continuing part-time appointment may without prejudice to that appointment request an additional term specific appointment.
- 4.4 Teachers on part-time continuing appointment, or part-time term specific appointment, may request a full-time continuing appointment, and shall have rights to such appointments as are contained in this agreement.
- 4.5 When a staff meeting is called at a time when a part-time teacher is not on duty, that teacher shall not normally be required to attend the staff meeting. It is the teacher's responsibility to apprise him/herself of the staff meeting agenda and the decisions made.
- 4.6 The participation of part-time employees in inservice or professional development activities held at times when the employee would not normally be working is voluntary.
- 4.7 Whenever part-time teachers are requested in writing to attend parent-teacher interviews, or other job-related activities, at times when they are not normally working, they shall have the option of being paid at the rate of 1/195 of annual salary per day, or have equal time off in lieu, subject to operational requirements.
- 4.8 Two teachers employed full-time by the Board may jointly request a specified job sharing assignment in respect of a single full-time position. Requests must be made on an annual basis by March 1. Notwithstanding Article E1 - Appointments, Transfers, and Assignments, the request shall not be unreasonably denied.
 - (a) Salary and benefits shall be prorated according to the percentage of time worked by each teacher;
 - (b) when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work;
 - (c) each teacher is considered for all other purposes to be on leave of absence with respect to the time not worked.

ARTICLE C5 - TERM SPECIFIC TEACHERS' EMPLOYMENT RIGHTS

Any term specific teacher subsequently employed by the Board on a continuing contract shall have seniority rights measured from the starting date of the initial term specific contract not including any breaks in employment.

ARTICLE C6 - TEACHER-ON-CALL HIRING PRACTICES

6.1 Teachers-on-call shall not be subject to the following articles: Article D4, B7, B1, C1, B5, B8, G, D10, D12, C7.1, C7.2, C7.4 (a) & (b), C8, C3, C2, A14, E2, E3.

6.2 Call Out

- (a) A teacher-on-call assigned to a school for a full day shall be paid a full day's wage whether or not the teacher-on-call is utilized for a full day.
- (b) A morning call out shall be .6 and an afternoon call out shall be .4. A call out that bridges the noon break shall be for a minimum of .6. Where the teaching assignment is .5 (e.g. primary one classes) the call out shall be .5.
- (c) Subsequent to the term of an assignment, a teacher-on-call requested by the principal to return to a school for reasons directly related to that assignment, shall be paid at the same rate as that paid on the last day of employment in that assignment.
- (d) The teacher-on-call will normally be given the same preparation time given to the teacher being replaced exclusive of the time provided for positions of special responsibility.

6.3 Continuous Assignment

- (a) In the event that a teacher-on-call's assignment is interrupted by the return of a teacher who subsequently is absent after no more than two working days, and the teacher-on-call has performed the duties in a satisfactory manner, then the teacher-on-call shall be reassigned and the assignment shall proceed as if it has not been broken for salary purposes.
- (b) Non-instructional days occurring during the course of an assignment shall not interrupt the continuity of the assignment for salary purposes.
- (c) Teachers-On-Call requested in writing to attend Professional Development Day activities during the course of a continuous assignment shall be paid for that day.

6.4 Hiring Practices

- (a) Teacher-On-Call List

The Board shall be responsible for maintaining a list of teachers-on-call. The Board shall forward a copy of such a list to the Association in the month of September, and throughout the year as amendments are made. Any teacher-on-call removed from the on call list shall be given the reasons for removal in writing.

- (b) Teacher-On-Call Hiring
 - (i) In appointing teachers-on-call, the Board shall select a person on the list qualified for the assignment who possesses a valid B.C. teaching certificate, in preference to a person not possessing such a certificate.
 - (ii) The Board may appoint persons not on the list to a teacher-on-call teaching assignment only in the event that no qualified person on the list is available.
- (c) Appointment to Temporary Position

When the Board expects a teacher to be absent for more than twenty (20) consecutive teaching days, the vacancy shall be filled by appointment to a temporary contract. In other circumstances when a teacher-on-call completes twenty (20) days continuous teaching in the same assignment, a temporary contract shall be granted retroactively (for the purposes of salary and experience only).

ARTICLE C7 - SENIORITY

7.1 Preamble

When, for educational or budgetary reasons the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the Board may lay off a teacher in accordance with the terms of this article.

7.2 Principle of Security

The Board and the Association agree that increased length of service in the employment of the Board entitles all employees covered by this Agreement to commensurate increase in security of teaching employment, provided that they possess the qualifications necessary for the positions available.

7.3 Seniority

(a) Definition of Seniority

In this agreement, seniority is defined as a teacher's aggregate length of service in the employment of the Board, inclusive of service on continuing contract, term specific contract and while on approved leave of absence (as per Article C7.3(c)).

(b) Establishment of Seniority

- (i) Part-time teaching of .4 or more with the Board shall be credited, for seniority purposes only, as if it were full-time service. Part-time teaching of less than .4 shall be credited on a pro rata basis.

- (ii) When the seniority of two or more teachers is equal pursuant to C7.3 (a), the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
 - (iii) When the seniority of two or more teachers is equal pursuant to Article C7.3 (b) (ii), the teacher with the greatest aggregate length of service with other districts or authorities recognized for salary and experience purposes at the time of appointment shall be deemed to have the greatest seniority.
 - (iv) When the seniority of two or more teachers is equal pursuant to Article C7.3 (b) (iii), the teacher with the earliest date of acceptance of appointment with the Board shall be deemed to have the greatest seniority.
- (c) Approved Leave of Absence

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:

- (i) Maternity Leave and/or parental leave;
- (ii) Leave granted through the Deferred Salary Leave Plan: maximum of one year per occasion;
- (iii) Approved educational leave;
- (iv) Secondment to the Ministry of Education or a faculty of education;
- (v) Service on a recognized teacher exchange program, teaching with the Department of National Defence or Canadian University Service Overseas;
- (vi) Service as President and/or Vice President of the Association;
- (vii) Service as an elected officer of the British Columbia Teachers' Federation, CTF, College of Teachers: maximum of four years;
- (viii) Service on the staff of the British Columbia Teachers' Federation, CTF, College of Teachers: maximum of four years;
- (ix) Leave for elected public office at the provincial, federal or municipal level: maximum of one term of office or, in the case of an MLA or MP, five years, whichever is longer;
- (x) Long term sick leave while receiving salary indemnity plan benefits;
- (xi) Parenthood Leave.

(d) Seniority List

The Board shall, by October 15th of each year, forward to the Association a list of all teachers employed by the Board, in order of seniority, setting out the length of seniority as of September 1st of that year.

7.4 Qualifications

(a) Definition of Qualifications

(i) In this agreement, "necessary qualification" in respect of a teaching position means a reasonable expectation, based on the certification, training, education, and/or experience of that teacher, so that the teacher will be able to perform the duties of the position in a satisfactory manner.

(ii) In determining whether or not a teacher has the necessary qualifications for a position, the availability of education courses or other retraining opportunities relevant to the position which the teacher is willing and able to complete shall be taken into consideration by the Board.

(b) Establishment of Qualifications

The Superintendent of Schools shall ensure that, prior to lay off of a teacher, that teacher's qualification claims are reviewed, a decision is made about the validity of the claims and the teacher is advised. This decision is subject to the grievance procedure.

ARTICLE C8 - LAY OFF/SEVERANCE

8.1 Lay Off

(a) When for reasons listed in C7.1 of this article 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.

(b) Notice of Lay Off

The Board shall give each teacher it intends to lay off pursuant to this article at least thirty (30) days notice in writing. Such notice shall contain the reason for the lay off. Each teacher who receives a notice of intent to layoff and the Association shall receive from the Superintendent of Schools a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority.

8.2 Re-Engagement

(a) Order and Procedures

- (i) When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer re-engagement to the teacher who has the most seniority among those laid off pursuant to this article, provided that 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 and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this article.
- (ii) A teacher who is on the re-engagement list shall keep the Board informed of any change of names, telephone numbers and addresses. Upon being notified in writing of a change, the Board shall confirm in writing the receipt of this notice. A teacher who is offered re-engagement pursuant to this article, shall inform the Board within three (3) working days of the receipt of such offer whether or not the offer is accepted. For purposes of this article, an offer sent to the last known address by registered mail and returned or undeliverable will constitute a refusal.
- (iii) The Board shall allow ten (10) days from an acceptance of an offer under paragraph C8.2(a) (i) 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, to a maximum of thirty (30) days. This period may be extended by mutual agreement between the Board and the teacher.

(b) Rights to Re-Engagement

- (i) Upon re-engagement, a teacher shall be entitled to an appointment equivalent to that previously held.
- (ii) A teacher's seniority and right to recall to an appointment equivalent to that previously held shall not be affected by acceptance of an offer of a term specific appointment commencing in any period during which the teacher is entitled to re-engagement.
- (iii) A teacher's right to re-engagement under this article is lost:
 - if the teacher elects to receive severance pay under this article;
 - if the teacher refuses to accept two offers of a continuing appointment to positions of equal or greater percentage of time (excluding one offer

to Port Renfrew) for which he/she possess the necessary qualifications;
or

if twenty-seven months elapse from the date of lay off under this article and the teacher has not been re-engaged.

- (iv) The Board shall maintain a re-engagement list. Copies of that list will be sent to each person on that list and to the Association once during the fall term and one during the spring term each year.
 - (v) A teacher re-engaged pursuant to this section shall be entitled to all sick leave credit accumulated at the date of lay off.
 - (vi) A teacher who retains right of re-engagement pursuant to this section shall be entitled, if eligible, to maintain participation in all benefits provided in the Board/Association Salary Agreement, then utilized by the Board, at Board cost for the first month following lay off, and subsequently by his/her payment of the full costs to the Board of such benefits.
 - (vii) Section C8.2 (b) (iii) does not apply if at the time of such offers the teacher would be entitled to leave under this agreement.
- (c) Severance Pay
- (i) A teacher on continuing appointment who has one or more years of continuous employment with the Board and who is laid off, may, at any time during the 15 months following lay off, elect to receive severance pay.
 - (ii) Severance pay shall be calculated at the rate of 5% of one year's salary. The calculation of severance pay shall be based on the teacher's salary at the time of the teacher's lay off.
 - (iii) A teacher who receives severance pay pursuant to this article and who is subsequently re-hired by the Board, shall be entitled to retain all, or any portion of the severance award; however, those years of service used to generate the severance pay that is retained by the teacher may not be used for determining seniority or for calculating severance pay at the time of any subsequent lay off.

ARTICLE C9 - RESIGNATION [P.C. 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.

2. The employer shall provide the local with a copy of any notice of resignation when it is received.

SECTION D - WORKING CONDITIONS

ARTICLE D1 – INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

ARTICLE D2 – INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

ARTICLE D3 – INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

ARTICLE D4 - INSTRUCTIONAL TIME/DURATION OF THE SCHOOL DAY

- 4.1 A teacher's instructional assignment shall be defined as time during the school week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities including study periods.
- 4.2 The instructional time for full-time Elementary School teachers shall be 23 hours and 45 minutes per week and for full-time Secondary teachers and Middle School teachers shall be 25 hours and 45 minutes per week, each inclusive of preparation time but exclusive of recess, class breaks and the lunch period.

The duration of the school day shall continue to reflect current practice. Any changes will be made with the consent of those affected.

Current practice is as follows:

Elementary Schools - 6 hour day inclusive of instruction time, recess and lunch break (approximately one hour).

Secondary Schools - 6 1/2 hour day inclusive of instructional time, homeroom (if any), time to change classrooms and lunch break (approximately one hour).

The Sooke Teachers' Association Executive and the Superintendent will work together to develop ways of allowing organizational changes that impact on the school day to occur in a mutually satisfactory manner.

- 4.3 Full-time Secondary School teachers assigned to classroom instruction shall be entitled to 12.5% of total instructional time for preparation purposes.
- 4.4 Full-time Middle School teachers assigned to classroom instruction shall be entitled to 150 minutes per week of instructional time for preparation purposes.
- 4.5 Full-time Elementary School teachers assigned to classroom instruction shall be entitled to ninety (90) minutes per week of instructional time for preparation purposes.

- 4.6 Elementary and Middle School part-time teachers shall receive time for preparation purposes pro-rated in proportion to their assignment.
- 4.7 Part-time assignments in secondary schools shall be scheduled in consecutive teaching blocks.

ARTICLE D5 - REGULAR WORK YEAR FOR TEACHERS

- 5.1 The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year.

All days in session shall be scheduled between the Tuesday after Labour Day and no later than the last Friday in June of the subsequent year, excluding Saturdays and Sundays, Statutory Holidays, Christmas Break and Spring Break. When the last Friday in June falls on or before June 25th then the last day of school shall be June 30th.

- 5.2 The days in session in the regular work year for the teacher shall include:
 - (a) no fewer than five (5) non-instructional days designated as:
 - (i) three (3) professional development days,
 - (ii) two (2) community interaction days, with the Association participating in the planning for these days,
 - (b) no fewer than one year-end administrative day,
 - (c) no fewer than four (4) half-days (or two (2) full days) for parent- teacher consultation,
 - (d) no fewer than four (4) early dismissal days for the purpose of parent/teacher interviews.
- 5.3 In consultation with the principal, teachers registering students who have reached five (5) years of age on or before December 31st in a school year may allow for gradual entry of these students for the five (5) days following the opening day.
- 5.4 The first day of Christmas Break shall be on the Monday preceding December 26th. School shall reopen on the Monday following January 1 unless January 1 is a Saturday or Sunday than school shall reopen on the following Tuesday.
- 5.5 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.
- 5.6 With the exception of Secondary School Counsellors any work performed beyond the teachers' regular work year shall be voluntary. Secondary School Counsellors may be

required to work beyond the regular work year and shall be compensated as outlined in this article. Teachers covered by the agreement who are requested in writing by the Superintendent or designate to work beyond the number of days specified in Article D4.1 [unless regular school work is unfinished], shall have the option of being paid at a rate of 1/195th of annual salary per day, or have equal time off in lieu, subject to operational requirements. All other benefits and conditions provided by this agreement shall apply to such work. This provision applies to a teacher required by the Board to attend court during non-teaching days.

- 5.7 No teacher shall suffer a loss of pay in the event of a Board ordered closure due to unsafe conditions.

ARTICLE D6 - SUPERVISION DUTIES

- 6.1 No teacher shall be required to perform more than thirty (30) minutes of regular supervision duties per week, exclusive of lunch break. Any such supervision must begin no earlier than forty-five (45) minutes before and end no later than forty-five (45) minutes following regular instructional hours.
- 6.2 Teachers shall be entitled to a duty free lunch break.
- 6.3 Secondary teachers who volunteer to provide lunch duty supervision will, in compensation, receive one release day for every five hours of such supervision.

ARTICLE D7 - EXTRA-CURRICULAR ACTIVITIES

- 7.1 Extra-curricular activities and programs are defined as being aspects of pupils' school life provided by teachers which are beyond the activities relating to provincially and locally established curricula.
- 7.2 While the Board and Association agree that extra-curricular activities are an important aspect of school programs for pupils, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
- 7.3 The Association will not authorize or encourage any concerted withdrawal of extra-curricular activities during the term of this agreement.
- 7.4 Extra-curricular activities shall not form any part of the job description, postings, or evaluations of any teacher.
- 7.5 While involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board.

ARTICLE D8 - AVAILABILITY OF TEACHERS-ON-CALL

- 8.1 It shall be normal practice for the Board to employ a teacher on call to replace that teacher upon being informed of such absence.
- 8.2 Teachers, except teachers on call, shall not be required:
- (a) to perform instructional duties of a teacher who is absent;
 - (b) to supervise the students of a teacher who is absent, except in emergency situations.

ARTICLE D9 - STAFF MEETINGS

- 9.1 At the start of each school year, the principal shall consult with the school staff prior to determining procedures and guidelines for regular staff meetings. These procedures shall include such matters as agenda setting, circulation of agendas, frequency of meetings, place, duration, notice of meetings and procedures for absences from meetings. Once determined, these procedures shall be outlined in writing and distributed to each staff member by October 1 of each year.
- 9.2 Written minutes of staff meetings shall be kept and circulated to all staff members.
- 9.3 It is recognized that from time to time, circumstances arise which make it necessary for the principal to call a special or emergency staff meeting. Special or emergency staff meetings shall not be governed by the procedures determined for regular staff meetings. Teachers who would not normally be at work, or who have prior commitments at a time when a special or emergency staff meeting is held, shall not be required to attend; however, any teacher who is not present is responsible for apprising her/himself of the agenda and decisions made. The principal will ensure that staff members not in attendance are informed that a meeting took place.

ARTICLE D10 - HEALTH AND SAFETY

- 10.1 A Health and Safety Committee shall be established by the employer in accordance with the Industrial Health and Safety Regulations.
- 10.2 Recommendations of the Committee shall be presented to the Superintendent for appropriate action.
- 10.3 Every employee covered by this Collective Agreement has a duty to work in a safe manner, to ensure safe working conditions, and to promote safe working practices and positive attitudes towards accident prevention.

10.4 Every employee covered by this Collective Agreement shall perform his/her job only if it is safe to do so.

ARTICLE D11 - BEGINNING TEACHERS

In discussing staff assignments as per Article E3.2 and making assignments as per Article E3.1, special consideration shall be given to creating, within the school, teaching conditions which will help beginning teachers adjust successfully to teaching.

ARTICLE D12 - HOME EDUCATION

A teacher assigned responsibility for any educational services to home- schooled students shall be given adequate time to provide such services within the weekly instructional assignment.

ARTICLE D13 - TECHNOLOGICAL CHANGE

13.1 Definition

For the purposes of this agreement the term "technological change" shall be understood to mean changes introduced by the Board in the manner in which it carries out educational operations and services where such change or changes significantly affect the terms and conditions or security of employment of a significant number of members of the association and alters significantly the basis on which the agreement was negotiated, including:

- (a) the introduction, because of technological change or development, of equipment, material or processes different in nature, or type from that previously utilized;
- (b) a change in work methods, or processes that is related to the introduction of that equipment or material.

13.2 Consultation

When the Board intends to introduce a technological change that is likely to affect the terms and conditions or security of employment of members of the Association, the Board shall request a meeting with the Association to discuss the intended change.

13.3 Notice

- (a) When it is determined that a technological change is to be introduced, the Board shall so notify the Association in writing.

- (b) Such notice shall be given as far as possible in advance of, and at least 90 days before, the term in which the introduction of the technological change is intended.

13.4 Data to be Provided

The notice of intent to introduce a technological change shall contain:

- (a) the nature of the change;
- (b) the date on which the Board proposes to effect the technological change;
- (c) the approximate number, type and location of association members likely to be affected by the change;
- (d) the effects the change may be expected to have on association members' working conditions and terms of employment;
- (e) all other pertinent data relating to the anticipated effects on association members.

The Board shall update this information as new developments arise and modifications are made.

13.5 Negotiations

When the Board has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to discuss the problems arising from this intended change and endeavour to reach agreement on the measures to be taken by the Board to protect the Association members from any adverse effects, due to this change.

Such agreement may include:

- (a) the provision of training or retraining to one or more association members;
- (b) the transfer or reassignment of association members to other assignments;
- (c) the entering into of letters of agreement protecting association members from anticipated health and safety effects.

13.6 Resulting Agreements

When the parties agree to appropriate solutions to the problems arising out of 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 effect as the provisions of the existing agreement and shall be subject to the grievance procedure.

13.7 Failure to Reach Agreement

Upon failing to reach agreement as outlined in Article A3 above either party may refer the matter of technological change directly to arbitration as outlined in this agreement. No technological changes shall be implemented prior to a ruling from Arbitration.

SECTION E - PERSONNEL PRACTICES

ARTICLE E1 - APPOINTMENTS, TRANSFERS AND ASSIGNMENTS

Staffing procedures are designed to ensure the best possible service to students.

1.1 Vacancies

"Vacancy" means an existing or newly created teaching position to which a teacher is not assigned.

1.2 Posting Vacancies

- (a) Copies of all postings for vacant positions shall be forwarded at the time of posting to the Association president, School Administrative Officers, and Association staff representatives.
- (b) Vacancies may be advertised outside the district.
- (c) When the Board expects a teacher to be absent for more than 20 consecutive teaching days, the vacancy shall be posted for a period of 5 school days and filled by appointment on a term specific contract. In other circumstances, when a teacher-on-call completes 20 days continuous teaching in the same assignment, a term specific contract shall be granted retroactively (for the purposes of salary and experience only).
- (d) Vacancies that occur during July and August shall not be posted earlier than the week prior to school opening and shall remain posted after school opening for 5 school days.
- (e) Every posting shall contain:
 - (i) identification of the teaching position to be filled (i.e. subject area(s), grade or age level(s) of students, work location, full-time or specified part-time, start date and, if applicable, end date);
 - (ii) preferred qualifications where the requirements of the position necessitates specific academic preparation and/or experience.
 - (iii) other descriptive information as appropriate.
- (f) Job descriptions, postings, advertisements and application forms for vacant teaching positions shall not include reference to extra-curricular activities, nor will extra-curricular activities form part of any contract of employment.

1.3 Filling Vacant Positions

- (a) The Board shall fill vacancies for positions covered by this agreement, other than teaching positions of special responsibility in the order listed in Article E1.3(e) provided that the teacher appointed to perform the duties of the vacant position has the necessary qualifications. Necessary qualifications are defined as certification and academic preparation, recent experience in a similar assignment, quality of service as reflected in reports, and references. Where the qualifications of two or more applicants for a position are equal, the teacher with the greatest district seniority shall be appointed.
- (b) Vacancies for positions of special responsibility shall be filled by competition.
- (c) Positions shall normally be filled within 10 school days of the end of the posting period.
- (d) If a posted position in which there is no incumbent requires filling during the school year and the successful applicant is currently employed in another full-time assignment or in a part-time assignment which may conflict with the scheduled assignment of the position to be filled, the successful applicant shall fill the position at a time mutually agreeable to the teacher and the school based administrative officers, using consideration of the continuity of programs for students as a guideline. For the intervening period, if any, the position shall be filled on an interim basis as a term specific assignment.
- (e) The Board shall fill vacancies for positions in the following priority:
 - (i) teachers returning from leave of absence, including appointment reduction leave; teachers not utilized in their present schools, subject to rights of review of that transfer; and teachers transferred on the initiative of the Board in the previous three years;
 - (ii) teachers who indicated a desire for a transfer by March 1 and teachers on the recall list (whether full-time or part-time);
 - (iii) part-time teachers seeking an increase in their assignment, and teachers who applied for a transfer between March 1 and May 15 (whether full-time or part-time);
 - (iv) teachers who have had term specific appointments of not less than 16 months in the previous 20 school months, and who have not received a less than satisfactory report, on a continuing contract;
 - (v) teachers who have had a term specific appointment (or appointments) of not less than 8 months in the previous 10 school months, and who have not received a less than satisfactory report;

- (vi) Teachers-on-call. Teachers-on-call who have taught in the District seventy (70) days or more in the previous 10 teaching months immediately preceding application shall, if qualified, be given an interview.
- (vii) other applicants.

1.4 Secondments

A teacher who accepts a one year secondment to the Ministry of Education, a University or similar educational institution, or participates in a recognized teacher exchange program shall be entitled to return to the position held prior to secondment. If the secondment or exchange is for more than one year the teacher will be placed as per Article E1.3(e)(i).

1.5 Transfer Sequence

- (a) The teacher applies for transfer prior to March 1. The teacher's request is acknowledged in writing.
- (b) A list of vacancies for the next school year is posted and includes all existing or newly created positions to which a teacher is not assigned.
- (c) Placements are made; teachers are notified.
- (d) Additional transfer requests are permitted until May 15.
- (e) Notification is given of unsuccessful transfer requests.

1.6 Transfers Initiated by the Teacher

- (a) Teachers may apply for transfer generally by request in writing to the Superintendent of Schools between January 1 and March 1. Such requests are to be acknowledged in writing. Teachers who have requested a transfer may apply for any vacant position at the time it is posted.
- (b) When the staffing process is completed and the request for transfer is not effected, the teacher shall be notified in writing.
- (c) Denied transfer requests may be grieved.

1.7 Transfers Initiated by the School Board

- (a) Transfers initiated by the Board may occur at any time and shall only be initiated for educational reasons. They shall include those transfers needed to adjust staffs to adhere to Board-approved staffing guidelines.
- (b) Where a principal cannot utilize all existing personnel, and if there are several teachers in a school who are qualified to fill a certain position, the principal will first ask for volunteers to transfer to another school. If there are no volunteers, the

teacher or teachers with the least district seniority will be designated as surplus to that school.

- (c) Where, because of declining enrolment, a transfer is necessary during the school term, the Board shall first ask for volunteers to transfer from the school with surplus teachers. If no one volunteers, then the teacher with the proper qualifications for the vacant position and the least district seniority in that school, shall be transferred. If the transfer of this teacher would result in the elimination of school programs, then this person could be exempted from the transfer process.
- (d) Where the provisions for seniority-based transfers in (b) and (c) would result in a full-time teacher's assignment being shared between two schools, and where the transfer of a part-time teacher (notwithstanding his/her seniority) would prevent this splitting of a full-time assignment, then that part-time teacher may be the one transferred provided:
 - (i) the receiving school gives regard to the teacher's previous experience and qualifications when assigning duties;
 - (ii) the receiving school makes every effort to match the teacher's previous schedule of assignments and workdays (unless otherwise agreed to by the teacher).
- (e) The Superintendent of Schools or designate intending to recommend the transfer of a teacher for reasons other than stated in Sections (b) or (c), shall meet with the teacher, who may be accompanied by a representative of the Association, at least seven (7) days prior to the recommendation being placed before the Board or the effective date of transfer whichever is sooner, to explain the nature of the transfer and the reasons for it. The teacher shall have the opportunity to consider the matter, advise the Board official of any retraining requirements, in-service release time, or support, which she/he believes necessary and reply before the transfer is effected (within 72 hours of the meeting). The Sooke Teachers' Association shall be notified prior to effecting such transfers.
- (f) Where reassignment is necessary near the beginning of, or during the school year, district staff will approve release time of up to three (3) days from regular duties to assist the teacher in making the move.
- (g) The Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, if:
 - (i) there remain no vacancies in the teacher's existing grade level, or subject area, for which she/he has the necessary qualifications;
 - (ii) the Board provides adequate support and in-service release time to ensure professional retraining commensurate with the degree of change of the assignment.

- (h) Teachers reassigned as a result of a Board-initiated transfer shall not be subject to another such transfer for a period of three years.
- (i) A teacher who is transferred for reasons of projected enrolment decline, position reduction, or other such factors, shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize by September 30.
- (j) A board-initiated transfer may be grieved.

1.8 Transfers

- (a) Teacher-initiated transfers are effected through the posting process except as provided in (b), below.
- (b) 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 provided that the administrative officers also agree.
- (c) The board may transfer a teacher to another school or work location only as specified elsewhere in this collective agreement. Transfers shall not be effected for disciplinary reasons.

ARTICLE E2 - OFFER OF APPOINTMENT

- 2.1 The Superintendent or designate has the authority to offer an appointment to a teacher.
- 2.2 The Board shall confirm an offer of appointment to the district, in writing or by telegram within two working days.
- 2.3 An offer of appointment to the district shall be deemed to have been accepted when the acceptance has been mailed or sent by telegram to the Board within two working days.

ARTICLE E3 - ASSIGNMENT - IN SCHOOL

- 3.1 Assignments within a school, shall be based collectively on qualifications, training, experience, teacher preference and educational requirements. Assignments shall not be used for disciplinary purposes.
- 3.2 A staff meeting shall be held prior to March 30th for the purpose of discussing the proposed timetable, staff assignments, and teaching requirements of the school for the next school year.

- 3.3 A teacher who is not satisfied with a proposed assignment in a school may appeal his/her assignment to the staff committee. The committee may, after hearing the principal, teacher and any other teacher directly affected by any proposed alternative assignment, recommend to the principal that the teacher's assignment be changed.
- 3.4 It shall not be normal practice for the Board to alter a teacher's assignment within a school, however, declining grade and/or course enrolment, and/or budgetary considerations and/or educational considerations may necessitate such an alteration. The Board or its designate(s) will consult with a teacher prior to effecting an alteration in that teacher's assignment.
- 3.5 Special consideration in assignment may be given to a teacher returning from medical leave of absence with reference to the reasons for the leave and the teacher's state of health upon return, and may involve a return to part-time teaching pursuant to Section G, Article 1.

ARTICLE E4 - EVALUATION PROCEDURES

- 4.1 The purpose of the evaluation program is to promote the development and maintenance of excellence in the quality of instruction.
- 4.2 All formal reports on the work of a teacher shall be in writing and no informal reports shall be placed on a teacher's district personnel file.
- 4.3 A teacher evaluation report may be prepared on a teacher's general performance in the school and the learning situation in the teacher's class at any time, provided there is a reasonable interval between assessment reports.
- 4.4 Prior to commencing observations, the evaluator shall give reasonable notice and meet with the teacher to discuss and explain the district evaluation criteria, process and schedule.
- 4.5 Reports shall be based primarily on the teacher's assignment in his/her area of prime expertise and shall differentiate between the teacher's assignment and his/her professional training and experience.
- 4.6 Each written report shall be based on at least three comprehensive classroom visits which reflect the teacher's assignment. The classroom visits for the purpose of preparing the teacher evaluation report can occur at any time during the school year, recognizing that visits in September and June should occur only in limited situations. A first less than satisfactory report will not be filed after May 31 of a school year.
- 4.7 The formal evaluation report shall be prepared only by an Administrative Officer where the teacher is employed, the District Superintendent, Assistant Superintendent, and/or Directors of Instruction and shall be prepared and written based on independently collected data.

- 4.8 The evaluation process shall include:
- (a) A series of formal observations each followed by an observation conference.
 - (b) A post evaluation conference for discussion and review of the draft report.
 - (c) The right of the teacher to submit to the evaluator a written commentary on the final report which shall be filed with all copies of the report.
 - (d) The final report shall be filed in the teacher's personnel file at the school district office. No other copies of the report shall be filed except as provided in the *School Act* and Regulations.
- 4.9 Where appropriate and in the case of a less than satisfactory report, a plan for improving instruction shall be developed with the teacher. Such a plan shall be made available to the teacher. The implementation of such a plan shall be the joint responsibility of the teacher and the Board. A reasonable period of time shall elapse before a subsequent evaluation is initiated.
- 4.10 The content of a less than satisfactory report is subject to the grievance procedure.
- 4.11 Teacher-On-Call Reference
- After five (5) days of teaching in a school a teacher-on-call may request a letter of reference from an administrative officer of that school.

ARTICLE E5 - PERSONNEL FILES

- 5.1 One official personnel file for each teacher shall be maintained at district offices.
- 5.2 After receiving a request from a teacher, the superintendent, or designate, shall grant access to that teacher's file as soon as possible.
- 5.3 An appropriate school board official shall be present when a teacher reviews his/her file, and the teacher may be accompanied by an individual of his/her choosing.
- 5.4 The school board agrees that only factual material and material relevant to the employment of the teacher, shall be maintained in personnel files.
- 5.5 When materials which may be considered to be detrimental to the teacher are placed on a teacher's personnel file, that teacher shall be given a copy of the material.
- 5.6 Where material critical of the teacher, or in the nature of a reprimand, is placed in the file the teacher may only by mutual agreement with the Board elect to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed.

5.7 Personnel files shall be kept in a confidential manner.

ARTICLE E6 - SCHOOL ACT APPEALS

- 6.1 The Association and the Board recognize that from time to time, disagreements may arise between teachers and parents/guardians and/or students. The Association and the Board also recognize that in most cases these disagreements are best handled at the teacher/parent/guardian and/or teacher/student level and every effort will be made to resolve matters at this level.
- 6.2 The employee shall be notified as soon as operationally possible in the event that a decision of an employee is being appealed by a student and/or parent/guardian under the *School Act (Section 11)* and/or Board Policy (C-350).
- 6.3 The affected teacher shall be given access to all relevant documentation upon which the appeal is based and shall be entitled to meet with the Superintendent or designate to attempt to resolve the matter before it proceeds to the Board for a formal appeal hearing where at any such meeting the teacher shall have the right to representation.
- 6.4 The affected teacher shall have the opportunity to provide a written reply to any allegations contained in this appeal and will be entitled to be present with a representative and to respond when an appeal is heard.

ARTICLE E7 - NO DISCRIMINATION

There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether she/he has children, or because he/she is participating in the activities of the Association, carrying out duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the collective agreement.

ARTICLE E8 - NON-SEXIST ENVIRONMENT (PC E.1)

- 8.1 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.
- 8.2 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.

- 8.3 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 E9 - HARASSMENT/SEXUAL HARASSMENT (PC.E.2)

[Note: Please refer to the March 14, 1997 Letter of Understanding No. 2, page 86 and 87 of this contract which may affect the operation of this Article.]

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.

2. Definitions:

- (a) For the purpose of this article harassment shall be defined as including:
 - (i) sexual harassment; or
 - (ii) any improper behavior 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 behavior 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.

3. Resolution Procedure:

(a) Step 1

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.

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.

(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 employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.

(iii) 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.

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 utilized 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.

5. Training:

- (a) The employer, in consultation with the Union, 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) Within twelve (12) months of the concluding of the collective agreement, the employer shall have a training program in place. The 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 behavior 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 E10 - FALSELY ACCUSED EMPLOYEE ASSISTANCE

When a teacher has been falsely accused of child abuse or sexual misconduct, the Board will assist the teacher by:

- (a) working with the teacher to develop a plan which facilitates a smooth return to the teaching profession;
- (b) providing additional funding if required to the Employee Family Assistance Program to ensure availability of counselling assistance to the employee and the employee's family;
- (c) providing, upon request by the employee, available factual information to parents and students;
- (d) providing restitution of lost wages resulting from the suspension of the teacher.

SECTION F - PROFESSIONAL DEVELOPMENT

ARTICLE F1 - CURRICULUM AND PROGRAM CHANGE

The Board and Association agree that teachers are key agents in the implementation of curriculum and program change.

- 1.1 Significant educational changes shall be considered by the Joint Education Change Committee.
- 1.2 The Joint Education Change Committee membership shall consist of an equal number of S.T.A. and Board Representatives. The Committee shall be co-chaired by one representative of the S.T.A. and one representative of the Board.
- 1.3 The committee's recommendation(s) shall be based on the following:
 - (a) The physical resources, learning resources, and facilities necessary to implement the change;
 - (b) The establishment of criteria for measuring the success of the program or activity prior to its implementation;
 - (c) Necessary time needed to provide clarity, address problems, evaluate, share and report, and plan collaboratively;
 - (d) Adequate training and inservice;
 - (e) Appropriate retraining for teachers whose assignments and/or courses are changed as a result of the implementation of educational change;
 - (f) The overall timing and the amount of time available for the planned implementation including the appropriateness of lead schools and pilot programs in the district.
- 1.4 The Joint Education Change Committee shall make its recommendations to the Education Committee of the Board.

ARTICLE F 2 - PROFESSIONAL DEVELOPMENT: FUNDING AND CONTROL

- 2.1 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.
- 2.2 The Board and Association shall establish a fund for the purpose of promoting professional development of the teaching staff of the school district.

- 2.3 During each year of this contract the Board shall contribute \$100.00 per teacher subject to the association contributing \$40.00 per teacher. The Board shall also contribute \$500.00 per year to be applied for the teachers on call for Professional Development.
- 2.4 The Professional Development Fund, as established by the Board, shall be controlled by the Professional Development Committee.
- 2.5 The Professional Development Committee shall be chaired by the Associations' professional development chairperson and shall be comprised of one member elected from each of the following groups:
 - (a) primary teachers;
 - (b) intermediate teachers;
 - (c) secondary teachers;
 - (d) special education teachers;
 - (e) teachers on call.
- 2.6 The Professional Development Committee shall develop terms of reference for the year's operation.
- 2.7 The PD fund will not be required to finance educational change or curriculum implementation in the District.

ARTICLE F3 - PROFESSIONAL AUTONOMY

The Board recognizes and respects the professionalism of teachers covered under this collective agreement. Teachers shall, within the bounds of the prescribed curriculum and consistent with recognized effective educational practice, have individual professional autonomy.

SECTION G - LEAVES

ARTICLE G1 - SICK LEAVE

- 1.1 Sick leave means the period of time a teacher is permitted to be absent from work at his/her regular rate of pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 1.2 Sick leave allowance means the number of days that a teacher has been credited through service to the Board and for which he/she will be entitled to sick leave at his/her regular rate of pay.
- 1.3 Sick leave allowance shall be credited to a teacher on the basis of one-and-one half (1-1/2) days for each month of service to the Board. A teacher must work a minimum of five (5) days per month to earn 1 1/2 days sick leave for that month.
- 1.4 In the first two (2) years of employment with the Board or upon return from being in receipt of salary indemnity benefits or W.C.B. leave, a teacher shall be advanced (one time only) from their annual allotment the number of days required to have an initial 15 day sick leave credit. Teachers commencing employment with the Board during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.
- 1.5 In any one year when a teacher has not used his/her sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for his/her future use.
- 1.6 Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave granted. Part-time teachers shall earn credit based on % of appointment and deduction shall be made on the basis of one (1) day or portion thereof in accordance with the teachers assignment for that day.
- 1.7 A teacher entitled to Workers' Compensation benefits or Insurance claims (I.C.B.C.) for time lost from work shall remain on full salary until accumulated sick leave has expired, provided that the teacher ensures that all Workers' Compensation Board cheques and Insurance claim settlements for lost time are paid to School District No. 62 (Sooke). Sick leave will be used to pay the difference between the Workers' Compensation Board allowance and the teachers' regular salary. The sick leave in days will be converted to its value in dollars and drawn upon until it has expired. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.
- 1.8 All monies received by a teacher by way of compensation for loss of wages as described in the preceding paragraph shall be paid to the Board in return for which the Board shall reinstate the teacher the full amount of his/her sick days used.

- 1.9 A teacher may be required to produce a certificate from a duly qualified medical practitioner for any illness certifying that such teacher is unable to carry out his/her duties due to such illness.
- 1.10 When a teacher is laid off or given leave of absence without pay (in excess of one (1) month) for any reason and returns to the service of the Board upon expiration of such leave of absence, he/she will not receive sick leave allowance for the period of such absence but shall retain his/her cumulative allowance, if any, existing at the time of such leave or layoff, unless otherwise provided for in this agreement.
- 1.11 A record of all unused sick leave allowance will be kept by the Board. The Board shall advise each teacher every pay period of the amount of his/her accumulated sick leave allowance. Any teacher shall be advised, upon application, of the amount of his/her sick leave allowance.
- 1.12 On commencing employment with the Board teachers shall be credited with sick leave accumulated in districts which provide credit for teachers from School District #62. Sick leave shall be on the same basis as provided by reciprocating districts.
- 1.13 Any teacher who is subsequently rehired retains all his/her accumulated sick leave credits.

ARTICLE G2 - MATERNITY LEAVE

2.1 Amount of Leave

An employee, on her written request, supported by written medical verification stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work without pay as provided for:

- (a) in Part 6 of the *Employment Standards Act* (see Appendix A), or
- (b) as provided for in Part 6 of the *Employment Standards Act* and where the expiration of the period of leave does not coincide with the commencement of the next term, semester or following the next natural break in the school year at the employee's school, an additional period of time so that her return to duty will coincide with the commencement of the next term, semester, or following the next natural break in the school year, whichever occurs first. The terms and conditions of the teacher's employment shall not be changed during the additional period of time described in this Article. (i.e. increment, seniority, benefits, return to same position)

2.2 Extensions Provided By District

- (a) The end of the "period stipulated in legislation" is considered to be the date on which the leave covered under G2.1 (a) or, where applicable, G2.1 (b), terminates.

- (b) Extensions, where granted, will provide for return to work as follows:
 - (i) if the period stipulated in the legislation ends between January 1 and June 30: September 1 of the current calendar year or September 1 of the following calendar year or the commencement of the next school term.
 - (ii) if the above period ends between July 1 and December 31: January 1 of the following calendar year or the commencement of the next school term.
 - (iii) a further extension of one school year may be granted if requested by March 1st of the current school year.

ARTICLE G3 - ADOPTION

- 3.1 In the case of adoption, a leave of absence equal to Maternity Leave (Article G2.1 (a) & (b)) shall be granted upon written request and shall commence from the date of arrival of the child in the home. If both adoptive parents are employees of the Board, then leave shall be granted to only one.
- 3.2 Paid leave shall be granted to either parent, or both, if both are employees of the Board for up to 10 working days for mandatory interviews or travelling time to receive the child.

ARTICLE G4 - PARENTAL LEAVE

- 4.1 An employee, on her or his written request for parental leave, is entitled to a leave of absence from work, without pay
 - (a) as provided for in Part 6 of the *Employment Standards Act*, or
 - (b) as provided for in Part 6 of the *Employment Standards Act* and where the expiration of the period of leave does not coincide with the commencement of the next term, semester or following the next natural break in the school year at the employee's school, an additional period so that her/his return to duty will coincide with the commencement of the next term, semester or following the next natural break in the school year. The terms and considerations of the teacher's employment shall not be changed during the additional period of time described in this Article. (ie. increment, seniority, benefits, return to same position)

ARTICLE G5 - MATERNITY SUB PLAN

- 5.1 The parties agree, pursuant to the *Employment Insurance Act*, that the objective of the plan is to supplement the unemployment insurance benefits received by employees due to an interruption of earning caused by pregnancy.

- 5.2 The Board agrees to enter into a Supplemental Unemployment Benefit (SUB) Plan required by the *Employment Insurance Act*. This article and its related benefits are subject to acceptance by the Unemployment Insurance Commission of the proposed SUB plan.
- (a) When a pregnant teacher takes the maternity leave to which she is entitled pursuant to the applicable legislation, the Board shall pay the teacher 95% of her current salary, for the first two weeks of the employee's maternity leave.
 - (b) For the remaining fifteen (15) weeks of E.I. maternity benefits the Board shall pay the difference between 95% of her current salary and the amount of E.I. maternity benefits.
 - (c) To be eligible for the SUB plan a teacher must apply and qualify for Employment Insurance Maternity benefits.

ARTICLE G6 - USE OF SICK LEAVE

If at the end of the agreed - upon period of leave in G2, G3 or G4, the teacher is unable to return to duty because of ill health, she/he shall present the Board with written medical verification and shall qualify for her/his sick leave provisions.

ARTICLE G7 - EXTENDED MATERNITY, ADOPTION AND PARENTAL LEAVE

- 7.1 At the end of the period of leave stipulated in Article G2, G3 or G4 a further period of leave of absence without pay shall be granted so that:-
- (a) the teacher's return to duty shall coincide with the commencement of the next school term, semester, or following the next natural break in the school year, as appropriate, or the next school year. The teacher shall apply for this extension four (4) weeks prior to the commencement of the leave, and
 - (b) a further extension of one school year may be granted if requested by March 1 of the previous school year.
- 7.2 A teacher on extended Maternity, Adoption or Parental Leave may elect to maintain participation in all benefits; however, the full premium cost shall be paid by the teacher subject to carrier conditions.
- 7.3 A teacher returning from extended Maternity, Adoption or Parental Leave shall be assigned to a position as per Article E.1.

ARTICLE G8 - PARENTHOOD LEAVE

- 8.1 A teacher with a continuing appointment and a minimum of two years service with the Board with a dependent child/children shall be granted upon request a parenthood leave of absence without pay for a stated period of time up to a maximum of twenty (20) school months. The minimum two years service may be waived by mutual agreement.
- 8.2 A teacher requesting such leave will give a minimum of three teaching months notice for the commencement of the leave. This notice may be waived by mutual agreement.
- 8.3 Parenthood leave shall also be granted in the case of adoption or legal guardianship.
- 8.4 The teacher may elect to continue benefits per Article B8.6.
- 8.5 The provision of Article G6 shall apply. (Use of sick leave).
- 8.6 The return to duty shall be as per the provisions of Article E.1.
- 8.7 A teacher on parenthood leave will continue to accumulate seniority as outlined in Article C7.

ARTICLE G9 - LEAVES WITH PAY

- 9.1 Paternity
Maximum time is three (3) days.
- 9.2 Jury Duty and Appearances in Legal Proceedings
 - (a) The Board shall grant leave of absence with pay to any employee summonsed for jury duty or required to attend any legal proceedings by reason of subpoena (except in regards to personal litigation). An employee on such leave shall pay to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.
 - (b) Where an employee is required to attend legal proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave with pay.
 - (c) Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence up to three (3) days with full pay less the cost of a teacher-on-call shall be granted by the Board.
- 9.3 Bereavement Leave
 - (a) The Board shall grant leave with pay to a maximum of five (5) days in the case of the death of a spouse, child, mother, father, brother, sister, and three (3) days in

the case of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild (including common-law relations).

- (b) Leave in excess of the amount specified in G9.3(a) may be granted with pay less the cost of a teacher-on-call upon written request to the Superintendent of Schools or designate.

9.4 Emergency Leave for Family Illness

In the case of illness of a spouse (including common-law relations), son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, grandparent, she/he shall be entitled, after notifying her/his supervisors, to use up to a maximum of three (3) days paid leave, to be deducted against the teacher's sick leave, at any one time for this purpose.

9.5 Pallbearer Leave

If a teacher is to be a pallbearer, he/she may be granted up to one (1) day with pay. An additional two days to be granted for travel.

9.6 Funeral Leave

In the event of death of a friend or relative, the teacher shall be entitled to leave for one (1) day, with pay, for the purpose of attending the funeral and additional days, if necessary, without pay for travel.

9.7 Emergency Leave

In emergent circumstances beyond the control of the teacher and beyond her/his power to anticipate and prepare a leave of up to three (3) days shall be granted.

9.8 Marriage Leave

In the case of a marriage of the teacher or teacher's son/daughter a leave of up to two (2) days with pay shall be granted.

9.9 Graduation Leave

It is understood that in the case of secondary or post secondary graduation of self or spouse, son or daughter, one day leave with pay shall be granted. Two (2) days leave with pay shall be granted where travel arrangements necessitate such absence from school.

9.10 Examination Leave

For the purpose of taking examinations in courses of training related to the job of teaching, up to one day with pay shall be granted.

9.11 Workshop Facilitator Leave

A teacher may be granted up to ten (10) days of leave per year, with pay, to serve as a workshop facilitator. This may include work within this district but not secondments to the Ministry or BCTF.

9.12 Military Leave

For service in Armed Forces Militia or Reserves, a teacher shall be granted up to ten (10) days per year with pay. Any pay earned while serving on such leave shall be reimbursed to the Board up to the cost of the teacher's salary.

9.13 Moving Day Leave

A teacher shall be granted upon request one day per school year for the purpose of relocation to a new address.

9.14 Leave for Elective Office and Community Service

- (a) When a teacher is nominated as a candidate and wishes to contest a provincial or federal election, he or she may be given leave of absence, without pay, during the election campaign. 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. Such requests shall not unreasonably be denied.
- (b) Teachers elected or appointed to municipal or regional district offices or public boards or public school boards shall be granted leave of absence, at the cost of a teacher-on-call, up to a maximum of five (5) days in any one school year. If elected as a Mayor, or Chairperson of a Regional District Board or Public School Boards, the teacher may be granted up to 20 additional days at the cost of a teacher-on-call. Further days of leave without pay may be granted at the Board's discretion. Such requests shall not be unreasonably denied.
- (c) Teachers involved in a community service may be granted, leave of absence with pay up to a maximum of three (3) days in any one school year. Such requests shall not be unreasonably denied.

ARTICLE G10 - LEAVES WITHOUT PAY

10.1 Educational Leave

The Board may grant educational leave, on application, to teachers with a minimum of three years' service in the district for the purpose of furthering excellence of instruction in the school district. Any of the following general activities may be considered to fulfil such purposes:

- (i) Formal academic training regardless of whether it leads to higher certification.

- (ii) Studies or programs designed to bring new techniques or educational strategies to the school district.
- (iii) Studies or programs that assist established teachers to refresh and advance their knowledge of method, subject matter or general background for teaching.

The basic unit of leave shall be one school term, semester or school year.

Teachers shall apply for educational leave a minimum of ninety (90) days prior to the proposed leave and will be notified by the Board of acceptance or rejection of their application within 30 days

Educational leave shall be credited as teaching for increment purposes.

A teacher returning from educational leave after a term, semester or school year shall be entitled to return to the position held prior to the leave. If the educational leave is for more than one school year, the teacher is eligible for placement as per Article E1.3(e)(i).

10.2 Discretionary Leave

A teacher may take one (1) day discretionary leave per school year. The date must be mutually agreed upon between the teacher and the administrative officer. The cost of the teacher-on-call is borne by the teacher.

10.3 Leave without pay may be granted by the Superintendent or designate.

Signed at Victoria, B.C. this day of

FOR THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 62 (SOOKE)
PARTY OF THE FIRST PART

CHAIRPERSON OF THE BOARD

SECRETARY-TREASURER

FOR THE SOOKE TEACHERS'
ASSOCIATION
PARTY OF THE SECOND PART

PRESIDENT

AGREEMENTS CHAIRPERSON

LOCAL LETTER OF UNDERSTANDING NO. 1: EXPEDITED ARBITRATION

BETWEEN

THE SOOKE TEACHERS' ASSOCIATION

AND

THE BOARD OF SCHOOL TRUSTEES

SCHOOL DISTRICT NO. 62 (SOOKE)

The parties agree that this letter of understanding shall exist only for the term of this agreement (expiring June 30, 2004).

EXPEDITED ARBITRATION

1. Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance, consistent with Article A.6.6 (Referral to Arbitration: Local Matters) and A.6.7 (Referral to Arbitration: Provincial Matters).
2. All grievances except the following may be referred to expedited arbitration:
 - (a) dismissals
 - (b) suspensions in excess of 20 days
 - (c) policy or general grievances

By mutual agreement a grievance falling into these categories may be referred to expedited arbitration.

3. A single arbitrator shall be selected from the list below. Unless the parties agree otherwise and subject to 4 below, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator who is not included on the list.
4. Within 10 teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five days. If no arbitrator from the list is available within 10 teaching days, the first available arbitrator from the list shall be selected.
5. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.

6. The parties shall share equally the costs of fees and expenses of the arbitrator.
7. The list of arbitrators to be selected shall be:
 - (a) David McPhillips
 - (b) John Kinzie
 - (c) Colin Taylor
 - (d) Heather Laing

Signed this date: _____.

FOR THE BOARD

FOR THE BCPSEA

FOR THE ASSOCIATION

FOR THE BCTF

LOCAL LETTER OF UNDERSTANDING NO. 2: EARLY RETIREMENT INCENTIVE

BETWEEN

THE SOOKE TEACHERS' ASSOCIATION

AND

THE BOARD OF SCHOOL TRUSTEES

SCHOOL DISTRICT NO. 62 (SOOKE)

RE: EARLY RETIREMENT INCENTIVE

The Board values the service of its long-term teaching staff. In recognition of long service, the Board will make available an early retirement provision under the following guidelines:
(See the note at the end of this letter for the application of this letter after April 27, 2004)

The Board may pay a retiring allowance to teachers and Administrative Officers who retire before reaching age 65, subject to the following conditions:

The teacher or Administrative Officer must:

1. be 55 years of age or over;
2. have a minimum of ten continuous years service with the Sooke School Board;
3. be on the maximum step of the salary scale;
4. retire from teaching/administration in School District No. 62 (Sooke)

Special cases not meeting all of the above requirements may be considered on their merits.

The allowance will be based on the appropriate calculations as listed below. It will be paid as of June 30 (or, where the Board agrees, December 31) which will be the official date of retirement. The early retirement allowance will be based, for the Sooke Teachers' Association members, on the total scale salary earned (without any allowances) during the ten teaching months preceding the retirement date. For Administrative Officers, the early retirement allowance will be based on the total annual salary earned during the twelve months preceding the retirement date.

Years to 65

% Payout Based on Annual Salary

1	adjustment factor x	10% of a full time position
2	adjustment factor x	20% of a full time position
3	adjustment factor x	30% of a full time position
4	adjustment factor x	40% of a full time position
5 or more	adjustment factor x	50% of a full time position

Adjustment factor =

$\frac{\% \text{ of full time teaching for each of previous ten years}}{1000}$

FOR THE BOARD

FOR THE ASSOCIATION

DATE:

DATE:

LOCAL LETTER OF UNDERSTANDING NO. 3: CONFIRMATORY REPORT

BETWEEN

THE SOOKE TEACHERS' ASSOCIATION
AND
THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 62 (SOOKE)

Confirmatory Report on the Work of Teachers

The confirmatory report is designed to be used for the purpose of reporting on the work of teachers whose ongoing competent service is well known by the school-based administrator(s) as a result of informal observation and collaboration.

Confirmatory reports shall be completed using the form attached to this Letter of Understanding. Areas of commendation may not refer to extra-curricular activities but shall focus on the teacher's assignment. Completion of a confirmatory report shall not require

- i) a series of formal observations each followed by an observation conference
- ii) a post evaluation conference for discussion and review of the draft report.

The final report shall be filed in the teacher's personnel file at the school district office. No other copies of the report shall be filed except as provided in the *School Act* and Regulations.

The confirmatory report may not be used to report on the work of teachers

- i) in their first year of teaching in the district
- ii) whose competency is in question
- iii) who request a full anecdotal report.

In these instances a full anecdotal report will be written as outlined in Article E4 of the Collective Agreement, using the forms appended to this Letter of Understanding.

FOR THE BOARD
DATE:

FOR THE ASSOCIATION
DATE:

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 31st 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, all changes up to September 1, 2002.

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

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

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 and Teacher Assistants

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 entitled 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: April 23, 1997 (Amended September 1, 2002)

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 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

**PROVINCIAL LETTER OF UNDERSTANDING NO. 2: HARASSMENT/SEXUAL
HARASSMENT**

Between

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

and

BRITISH COLUMBIA TEACHERS' FEDERATION

Concerning

Implementation of Article E9 [P.C. Article E.2]

(Harassment / Sexual Harassment)

The parties hereby agree to the following terms and conditions with regard to the implementation of Article E.9 [P.C. Article E.2] (Harassment / Sexual Harassment) of the collective agreement:

1. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
 - a) Step One of the Resolution Process in Article E.9 [P.C. Article E.2] shall be solely an attempt to mediate the complaint;
 - b) Any and all discussions at Step One shall be completely off the record and will not form part of any record;
 - c) Only the complainant, respondent, and administrative officer shall be present at Step One meetings;
 - d) No discipline of any kind would be imposed on the respondent; and
 - e) 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 Step One.
2. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of #1 above, 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.

3. In the circumstances where a respondent has acknowledged responsibility pursuant to #2 above, the employer may advise a respondent of the expectations of behaviour pursuant to Article E9 [P.C. 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.
4. The form of complaint at Step Two 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.

Dated this 14th day of March, 1997.

Original signed by

Original signed by

Alice McQuade

Sherida Harris

BCTF President

BCPSEA

LETTER OF UNDERSTANDING 3

Between

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

And

BRITISH COLUMBIA TEACHERS' FEDERATION

Re SCHOOL DISTRICT HOUSING — LOCAL JOINT COMMITTEES

1. In districts where the employer provides or subsidizes housing for employees, the local union and the employer shall establish and maintain a joint committee to address issues related to school district housing. The joint committee shall have two (2) representatives each from the local and the district. The joint committee will be co-chaired by a representative from the local and a representative of the district.
2. The committee shall meet twice a year, or more frequently, as determined by the local parties, to consider any and all matters raised by either party with respect to school district housing. Meetings shall be scheduled by mutual agreement of the local parties.
3. The joint committee shall refer matters that have not been resolved at the local level to the provincial parties who shall meet within five (5) working days of such referral.
4. The provincial parties shall issue recommendations for settlement to the local parties within a further thirty (30) working days of the meeting held pursuant to 3 above.
5. This Letter of Understanding shall remain in effect through the term of this Collective Agreement and any bridging period.

Dated November 22, 2001

For the BCTF:
"I.Lanzinger"

For the BCPSEA:
"J. R. Davis"

LETTER OF INTENT No. 1

Between

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

And

BRITISH COLUMBIA TEACHERS' FEDERATION

Re BCTF/BCPSEA SCHOOL DISTRICT HOUSING — PROVINCIAL COMMITTEE

1. The parties agree to establish a BCTF/BCPSEA School District Housing Committee to review all issues related to school district housing. The committee shall have two (2) representatives each from BCTF and BCPSEA. The parties shall invite government representative(s) from appropriate Ministries.
2. The committee will be co-chaired by a representative of the BCTF and a representative of BCPSEA.
3. The School District Housing Committee will convene no later than two (2) months after the date of ratification by both parties and will complete a report on housing issues no later than four (4) months after its first meeting.
4. The School District Housing Committee shall review reports and data available from local joint committees. It may hear presentations and gather information from whatever source it believes may assist it in developing its report. It shall make recommendations regarding school district housing issues to appropriate government Ministries and staff and/or districts and locals.

Dated November 22, 2001

For the BCTF:
"I.Lanzinger"

For the BCPSEA:
"J. R. Davis"

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