

WORKING DOCUMENT

PROVINCIAL COLLECTIVE AGREEMENT

- BETWEEN -

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /
THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 92 (NISGA'A)**

(The "Employer")

- AND -

**BRITISH COLUMBIA TEACHERS' FEDERATION /
NISGA'A TEACHERS' UNION**

(The "Local")

Effective July 1, 2013 to June 30, 2019

AS IT APPLIES IN S.D. #92 (NISGA'A)

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 document would be applicable

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PURPOSE

- P1. Both parties declare that the primary purpose is to provide the highest quality education to all students in School District No. 92 (Nisga'a); that one of its objectives is to promote the effective and efficient operation of this School District recognizing the parties' responsibilities and obligations to each other; and that both parties desire to maintain an harmonious relationship and believe the expeditious settlement of disputes will facilitate the realization of this aim.
- P2. This Agreement is made pursuant to and governed by the *School Act*, the *Labour Relations Code* and the *Public Education Labour Relations Act*. In the event of conflict between this Agreement and those acts and regulations, the legislation shall apply.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two parties for the period July 1, 2011 to June 30, 2013 including any amendments agreed to by the parties during that period.

- A.1.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2013 to June 30, 2019. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
- A.1.2 In the event that a new Collective Agreement is not in place by June 30, 2019 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
- A.1.3 All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified-in accordance with this Collective Agreement.
- A.1.4
- a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- A.1.5
- a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
 - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2 RECOGNITION OF THE UNION

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

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

A.6.1 Preamble

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

Steps in Grievance Procedure

A.6.2 Step One

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

A.6.3 Step Two

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

A.6.4 Step Three

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

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

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

A.6.5 Omitting Steps

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

A.6.6 Referral to Arbitration: Local Matters

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

A.6.7 Referral to Arbitration: Provincial Matters

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

of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.

- iii. Each party shall determine who shall attend the meeting on its behalf.

A.6.8 Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
 - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
 - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
 - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

A.6.9 General

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

ARTICLE A.7 EXPEDITED ARBITRATION

A.7.1 Scope

By mutual agreement, the parties may refer a grievance to the following expedited arbitration process.*

A.7.2 Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan

- iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall
-
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
 - c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
 - d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
 - e. The written submissions shall not exceed ten (10) pages in length.
 - f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
 - g. The parties will use a limited number of authorities.
 - h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
 - i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
 - j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
 - k. Neither party shall appeal or to seek to review a decision of the arbitrator.
 - l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
 - m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.

- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

- A.8.1 The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- A.8.2 To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
- A.8.3 Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
- A.8.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.9 LEGISLATIVE CHANGE

- A.9.1 A.8.1 In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- A.9.2
 - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
 - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
- A.9.3 If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).

A.9.4 The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

ARTICLE A.20 MANAGEMENT RIGHTS (L)

The NTU recognizes and affirms the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided in this agreement or applicable legislation.

ARTICLE A.21 DEFINITIONS (PL)

A.21.1 TEACHER (PL)

- a. A Teacher shall mean a Teacher as defined in the School Act.
- b. A continuing Teacher shall mean a Teacher appointed by the Board for an indefinite period.
- c. A Temporary Teacher shall mean a Teacher appointed by the Board for a specific period in accordance with the terms of Article C.23 of this Agreement.
- d. A Teacher Teaching on Call shall mean a Teacher hired by the Board on a day-to-day basis who shall be subject only to Article B.2 of this Agreement.

A.21.2 N.T.U. (PL)

Shall mean Nisga'a Teachers' Union, a local of the British Columbia Teachers' Federation which is certified under the *Labour Relations Code* to represent the teachers employed by the Board.

A.21.3 BOARD (PL)

The "Board" shall mean the Board of Education, School District Number 92 (Nisga'a).

A.21.4 BCTF (P)

Shall mean the British Columbia Teachers' Federation.

A.21.5 SUPERINTENDENT (P)

Shall mean the Superintendent of Schools or their authorized delegate employed by the Board.

A.21.6 **A.O. (P)**

Shall mean an Administrative Officer employed by the Board.

A.21.7 **P** (added to clause designation/code)

Shall mean Provincial Matters clause.

A.21.8 **L** (added to a clause designation/code)

Shall mean Local Matters clause.

A.21.9 **PL** (added to a clause designation/code)

Shall mean Provincial Matter with a local clause (rolled over).

A.21.10 **PROFESSIONAL DEVELOPMENT**

Shall mean activities initiated by teachers for individual professional development, or by the professional development committee.

A.21.11 **INSERVICE AND/OR STAFF DEVELOPMENT**

Shall mean activities initiated by the school administration or the school board.

ARTICLE A.22 COPY OF AGREEMENT (PL)

The Board and NTU shall share equally in the cost of providing sufficient printed booklets of this Agreement in form approved by the parties for the NTU to distribute to each teacher employed in the district within thirty (30) teaching days of the signing of the final Agreement.

ARTICLE A.23 BULLETIN BOARDS (P)

A Bulletin Board will be provided by the Board in the staffroom of each school for use by NTU officials.

ARTICLE A.24 DISTRICT INTER SCHOOL MAIL SERVICE (L)

The NTU is entitled to reasonable use of the district inter school mail service.

ARTICLE A.25 EXCLUSIONS (PL)

A.25.1 Any position that is included in the bargaining unit shall not be excluded without the agreement of the parties.

A.25.2 When new teaching positions are offered within the District, the Board shall notify the NTU, discuss such position, and upon request shall provide a written job description of the new position.

ARTICLE A.26 USE OF SCHOOL FACILITIES (L)

A.26.1 The NTU shall have the right to use school buildings, facilities and equipment upon advance notice to the AO, and subject to Board Policy governing community use of schools.

ARTICLE A.27 SCHOOL STAFF COMMITTEE (PL)

A.27.1 A school staff shall have the right to establish, by September 30 of each year, a Staff Committee in each school.

A.27.2 The role of the staff committee is to provide an additional avenue of consultation and to foster communication between the school staff and the school administration.

A.27.3 School Staff committees shall be responsible for their own procedures.

A.27.4 The Staff Committee may meet to discuss issues relating to the teaching staff of the school. Any member of the school staff may bring forward an issue for discussion by the Staff Committee at any time.

A.27.5 The school administration shall consider all recommendations made by the staff committee, as approved by a majority of the school staff.

A.27.6 Should the school administration choose not to implement such recommendation or recommendations, the principal will so advise the school staff of the reasons at its next meeting.

A.27.7 A decision by the school administration not to implement a recommendation of the Staff Committee is not subject to the grievance procedure and arbitration process contained in A.6 (Grievance and Procedure).

A.27.8 The functioning of the School Staff Committee shall not contravene the authority and responsibility of the principal or the board as set out in the School Act and Regulations.

A.27.9 If the recommendations are not implemented, the School Staff Committee may bring the matter to the Professional Relations Committee.

ARTICLE A.28 ACCESS TO INFORMATION (L)

A.28.1 The Board, upon request by the NTU, agrees to make available information including, but not limited to:

- a. public information including annual financial reports and audits;
- b. a list of teachers, showing their names, addresses, staff assignment, certification, and salary grid placement;
- c. agenda and minutes of Public Board Meetings;
- d. job postings, transfers, hiring, resignations, retirements, discharges and suspensions as they occur;
- e. other information as provided elsewhere in this agreement.

ARTICLE A.29 STAFF ORIENTATION (PL)

A.29.1 The Board shall sponsor an orientation day for all teachers within 30 days of commencing duties. The planning and scheduling for orientation shall be decided upon by the Superintendent and the Pro D Chairperson prior to May 31. The Board shall provide and/or pay for transportation and refreshments.

ARTICLE A.30 PICKET LINE PROTECTION (L)

A.30.1 All teachers covered under this Agreement shall have the right to refuse to cross or refuse to work behind a legal picket line as defined by the Labour Relations Code. Any teachers failing to report for duty for this reason shall be considered to be absent without pay and this absence shall not be grounds for disciplinary action by the Board.

A.30.2 The Board shall not request or direct teachers to do work or carry out duties normally performed by non-teaching employees engaged in a lawful strike or lockout.

ARTICLE A.31 NTU SCHOOL STAFF REPRESENTATIVES (L)

A.31.1 The Board recognizes school staff representatives elected in accordance with NTU procedures.

A.31.2 School staff representatives shall have the right to convene meetings for members of the NTU in the schools, subject to the provisions of Article A.26.

A.31.3 When an AO schedules a meeting with a teacher during school hours dealing with discipline, and the teacher concerned requests the attendance of the school staff representative, the school staff representative shall have the right, after consultation with the AO, to attend the meeting without loss of pay.

A.31.4 School staff representatives involved in a grievance or arbitration proceeding shall be granted leave of absence from teaching duties upon application to the superintendent to attend such proceedings, without loss of pay. The NTU shall reimburse the Board for any substitute costs incurred. Grievance meetings, except in emergent circumstances, shall be held outside of teaching hours. Arbitration proceedings shall be scheduled by the arbitrator.

ARTICLE A.32 CONTRACTING OUT (PL)

A.32.1 Except with approval of the Union, the Board shall not contract out work normally and regularly performed by teachers in the bargaining unit. Such approval shall not be unreasonably withheld.

A.32.2 The parties agree that the following shall not be considered as a violation of this Article:

- a. assignment of teaching duties to Administrative Officers;
- b. use of professionals to provide from time to time specialized services for students with special needs where the Board would not reasonably be expected to employ professionals on a part or full time basis; and,
- c. use of guest speakers and performers to provide services which supplement curricular programs and teacher professional development activities.

ARTICLE A.33 TEACHER ASSISTANTS (L)

A.33.1 A teacher's assistant specifically hired to assist teachers in carrying out their general responsibilities and duties as set out in the School Act and Regulations shall be under the supervision of classroom teachers.

A.33.2 A teacher assistant may help a teacher to enhance the educational programs for students by providing assistance to a student or group of students but the assistant shall not assume the teacher's responsibility for designing or delivering the educational program.

A.33.3 A person hired as a teacher assistant shall not assume classroom instructional responsibility while the teacher is absent.

A.33.4 Teacher Assistants who are employed to assist special needs student(s) shall be under the supervision of a Special Needs Teacher and an AO and when in a classroom under the supervision of the class teacher.

A.33.5 No assistant shall be placed in or removed from a class without consultation with the teacher.

A.33.6 Where a teacher assistant is available for work in the school because of a temporary absence of the special needs student(s) for illness or any other reason, the assistant may, with the approval of the AO, assist any teacher in providing assistance to a student or group of students.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The local salary grids are amended to reflect the following general wage increases:
 - a. July 1, 2014–June 30, 2015
 - i. Effective September 1, 2014: 2.0% increase
 - ii. Effective January 1, 2015: 1.25% increase
 - b. July 1, 2015–June 30, 2016
 - i. Effective May 1, 2016: Economic Stability Dividend (ESD), if applicable
 - c. July 1, 2016–June 30, 2017
 - i. Effective July 1, 2016: 1.0% increase
 - ii. Effective May 1, 2017: ESD, if applicable
 - d. July 1, 2017–June 30, 2018
 - i. Effective July 1, 2017: 0.5% increase
 - ii. Effective May 1, 2018: 1.0% increase plus ESD, if applicable
 - e. July 1, 2018–June 30, 2019
 - i. Effective July 1, 2018: 0.5% increase
 - ii. Effective May 1, 2019: 1.0% increase plus ESD, if applicable
2. The following allowances shall be adjusted in accordance with the increases in Article B.1.1 above:
 - a. Department Head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
 - h. Mileage/Auto not to exceed the CRA maximum rate
3. The following allowances shall not be adjusted by the increases in Article B.1.1 above:
 - a. Per Diems
 - b. Housing
 - c. Pro D (unless formula-linked to the grid)
 - d. Clothing
 - e. Classroom Supplies

LOCAL PROVISIONS:

B.1.5 Salary Schedules

TEACHER SALARY GRID Effective July 01, 2013-August 31, 2014

Years of Experience	4	5	5+	6
0	\$ 45,575	\$ 49,582	\$ 52,359	\$ 53,335
1	\$ 47,970	\$ 52,484	\$ 55,541	\$ 56,616
2	\$ 50,364	\$ 55,385	\$ 58,724	\$ 59,897
3	\$ 52,759	\$ 58,287	\$ 61,906	\$ 63,178
4	\$ 55,154	\$ 61,188	\$ 65,088	\$ 66,459
5	\$ 57,548	\$ 64,089	\$ 68,270	\$ 69,739
6	\$ 59,943	\$ 66,991	\$ 71,453	\$ 73,020
7	\$ 62,337	\$ 69,892	\$ 74,635	\$ 76,301
8	\$ 64,732	\$ 72,794	\$ 77,817	\$ 79,582
9	\$ 69,140	\$ 77,966	\$ 83,429	\$ 85,349
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 3,145
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 1,823
Remote & Rural Allowance (LOU No. 5):				\$ 2,300

TEACHER SALARY GRID Effective September 1, 2014 – December 31, 2014

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 46,487	\$ 50,574	\$ 53,406	\$ 54,402
1	\$ 48,929	\$ 53,534	\$ 56,652	\$ 57,748
2	\$ 51,371	\$ 56,493	\$ 59,898	\$ 61,095
3	\$ 53,814	\$ 59,453	\$ 63,144	\$ 64,442
4	\$ 56,257	\$ 62,412	\$ 66,390	\$ 67,788
5	\$ 58,699	\$ 65,371	\$ 69,635	\$ 71,134
6	\$ 61,142	\$ 68,331	\$ 72,882	\$ 74,480
7	\$ 63,584	\$ 71,290	\$ 76,128	\$ 77,827
8	\$ 66,027	\$ 74,250	\$ 79,373	\$ 81,174
9	\$ 70,523	\$ 79,525	\$ 85,098	\$ 87,056
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 3,207.57
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 1,859.46
Remote & Rural Allowance (LOU No. 5):				\$ 2,346.00

TEACHER SALARY GRID Effective January 1, 2015 – April 30, 2016

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,068	\$ 51,206	\$ 54,074	\$ 55,082
1	\$ 49,541	\$ 54,203	\$ 57,360	\$ 58,470
2	\$ 52,013	\$ 57,199	\$ 60,647	\$ 61,859
3	\$ 54,487	\$ 60,196	\$ 63,933	\$ 65,247
4	\$ 56,960	\$ 63,192	\$ 67,220	\$ 68,636
5	\$ 59,433	\$ 66,188	\$ 70,506	\$ 72,023
6	\$ 61,906	\$ 69,185	\$ 73,793	\$ 75,411
7	\$ 64,379	\$ 72,181	\$ 77,079	\$ 78,800
8	\$ 66,852	\$ 75,178	\$ 80,366	\$ 82,188
9	\$ 71,404	\$ 80,519	\$ 86,161	\$ 88,144
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 3,247.66
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 1,882.70
Remote & Rural Allowance (LOU No. 5):				\$ 2,375.33

TEACHER SALARY GRID Effective May 01, 2016 – June 30, 2017

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,279	\$ 51,436	\$ 54,317	\$ 55,330
1	\$ 49,764	\$ 54,447	\$ 57,618	\$ 58,733
2	\$ 52,247	\$ 57,456	\$ 60,920	\$ 62,137
3	\$ 54,732	\$ 60,467	\$ 64,221	\$ 65,541
4	\$ 57,217	\$ 63,476	\$ 67,522	\$ 68,944
5	\$ 59,700	\$ 66,486	\$ 70,823	\$ 72,347
6	\$ 62,185	\$ 69,496	\$ 74,125	\$ 75,751
7	\$ 64,668	\$ 72,506	\$ 77,426	\$ 79,154
8	\$ 67,153	\$ 75,516	\$ 80,727	\$ 82,558
9	\$ 71,726	\$ 80,882	\$ 86,549	\$ 88,541
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 3,262.28
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 1,891.18
Remote & Rural Allowance (LOU No. 5):				\$ 2,386.01

TEACHER SALARY GRID Effective July 01, 2016 – April 30, 2017

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,752	\$ 51,951	\$ 54,860	\$ 55,883
1	\$ 50,262	\$ 54,991	\$ 58,194	\$ 59,321
2	\$ 52,770	\$ 58,031	\$ 61,529	\$ 62,758
3	\$ 55,279	\$ 61,071	\$ 64,863	\$ 66,196
4	\$ 57,789	\$ 64,111	\$ 68,197	\$ 69,634
5	\$ 60,297	\$ 67,151	\$ 71,531	\$ 73,071
6	\$ 62,807	\$ 70,191	\$ 74,866	\$ 76,508
7	\$ 65,315	\$ 73,231	\$ 78,200	\$ 79,946
8	\$ 67,824	\$ 76,271	\$ 81,534	\$ 83,384
9	\$ 72,443	\$ 81,691	\$ 87,415	\$ 89,426
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 3,294.90
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 1,910.09
Remote & Rural Allowance (LOU No. 5):				\$ 2,409.87

TEACHER SALARY GRID Effective May 01, 2017 – June 30, 2017

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,919	\$ 52,132	\$ 55,052	\$ 56,078
1	\$ 50,438	\$ 55,184	\$ 58,398	\$ 59,528
2	\$ 52,955	\$ 58,234	\$ 61,745	\$ 62,978
3	\$ 55,473	\$ 61,285	\$ 65,090	\$ 66,428
4	\$ 57,991	\$ 64,335	\$ 68,436	\$ 69,878
5	\$ 60,508	\$ 67,386	\$ 71,782	\$ 73,326
6	\$ 63,026	\$ 70,437	\$ 75,128	\$ 76,776
7	\$ 65,544	\$ 73,487	\$ 78,474	\$ 80,226
8	\$ 68,062	\$ 76,538	\$ 81,820	\$ 83,676
9	\$ 72,696	\$ 81,976	\$ 87,720	\$ 89,739
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 3,306.43
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 1,916.77
Remote & Rural Allowance (LOU No. 5):				\$ 2,418.31

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

TEACHER SALARY GRID Effective July 01, 2017 – April 30, 2018

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,159	\$ 52,393	\$ 55,328	\$ 56,359
1	\$ 50,690	\$ 55,460	\$ 58,690	\$ 59,826
2	\$ 53,219	\$ 58,525	\$ 62,053	\$ 63,293
3	\$ 55,750	\$ 61,592	\$ 65,416	\$ 66,760
4	\$ 58,281	\$ 64,657	\$ 68,778	\$ 70,227
5	\$ 60,811	\$ 67,723	\$ 72,141	\$ 73,693
6	\$ 63,342	\$ 70,789	\$ 75,504	\$ 77,160
7	\$ 65,871	\$ 73,855	\$ 78,866	\$ 80,627
8	\$ 68,402	\$ 76,921	\$ 82,229	\$ 84,094
9	\$ 73,060	\$ 82,386	\$ 88,159	\$ 90,188
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 3,322.96
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 1,926.36
Remote & Rural Allowance (LOU No. 5):				\$ 2,430.40

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

TEACHER SALARY GRID Effective May 1, 2018 – June 30, 2018

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,640	\$ 52,917	\$ 55,881	\$ 56,922
1	\$ 51,197	\$ 56,014	\$ 59,277	\$ 60,424
2	\$ 53,752	\$ 59,110	\$ 62,674	\$ 63,926
3	\$ 56,308	\$ 62,208	\$ 66,070	\$ 67,428
4	\$ 58,864	\$ 65,304	\$ 69,466	\$ 70,929
5	\$ 61,419	\$ 68,400	\$ 72,862	\$ 74,430
6	\$ 63,975	\$ 71,497	\$ 76,259	\$ 77,932
7	\$ 66,530	\$ 74,593	\$ 79,655	\$ 81,433
8	\$ 69,086	\$ 77,690	\$ 83,051	\$ 84,935
9	\$ 73,791	\$ 83,210	\$ 89,041	\$ 91,090
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 3,356.19
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 1,945.62
Remote & Rural Allowance (LOU No. 5):				\$ 2,454.70

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

TEACHER SALARY GRID Effective July 01, 2018 – April 30, 2019

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,884	\$ 53,182	\$ 56,160	\$ 57,207
1	\$ 51,453	\$ 56,294	\$ 59,573	\$ 60,726
2	\$ 54,020	\$ 59,406	\$ 62,987	\$ 64,245
3	\$ 56,589	\$ 62,519	\$ 66,400	\$ 67,765
4	\$ 59,158	\$ 65,630	\$ 69,813	\$ 71,284
5	\$ 61,726	\$ 68,742	\$ 73,226	\$ 74,802
6	\$ 64,295	\$ 71,854	\$ 76,640	\$ 78,321
7	\$ 66,863	\$ 74,966	\$ 80,053	\$ 81,840
8	\$ 69,431	\$ 78,079	\$ 83,466	\$ 85,360
9	\$ 74,159	\$ 83,626	\$ 89,486	\$ 91,545
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 3,372.98
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 1,955.35
Remote & Rural Allowance (LOU No. 5):				\$ 2,466.98

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

TEACHER SALARY GRID Effective May 1, 2019 – June 30, 2019

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,373	\$ 53,713	\$ 56,722	\$ 57,779
1	\$ 51,967	\$ 56,857	\$ 60,169	\$ 61,334
2	\$ 54,561	\$ 60,000	\$ 63,617	\$ 64,888
3	\$ 57,155	\$ 63,144	\$ 67,064	\$ 68,442
4	\$ 59,750	\$ 66,286	\$ 70,511	\$ 71,997
5	\$ 62,343	\$ 69,429	\$ 73,959	\$ 75,550
6	\$ 64,938	\$ 72,573	\$ 77,407	\$ 79,104
7	\$ 67,531	\$ 75,716	\$ 80,854	\$ 82,659
8	\$ 70,126	\$ 78,860	\$ 84,301	\$ 86,213
9	\$ 74,901	\$ 84,463	\$ 90,381	\$ 92,461
Kincolith Isolation Allowance: 6.9% of Category 4 min:				\$ 3,406.71
Greenville Isolation Allowance: 4.0% of Category 4 min:				\$ 1,974.90
Remote & Rural Allowance (LOU No. 5):				\$ 2,491.65

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

ARTICLE B.2 TEACHER TEACHING ON CALL PAY AND BENEFITS

- B.2.1 The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- B.2.2 For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- B.2.3 A teacher teaching on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
- B.2.4 Teachers teaching on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
- B.2.5 Teachers teaching on call shall be paid an additional compensation of \$3 (\$11 effective July 1, 2016) over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50 (\$5.50 effective July 1, 2016). Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
- B.2.6 Rate of Pay:
- a. An Employee who is employed as a teacher teaching on call shall be paid 1/189 of his/her category classification and experience, to a maximum of the rate at Category 5 Step 7, for each full day worked. **[See Article B.2.9 for Teacher Teaching on Call Pay in School District No. 92 (Nisga'a).]**
 - b. Effective July 1, 2016, an Employee who is employed as a teacher teaching on call shall be paid 1/189 of his/her category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

LOCAL PROVISIONS (PL & P):

- B.2.7 A list of certified teachers who have agreed to act as Teachers Teaching On Call will be maintained and a copy forwarded to the NTU in September and January each year.
- B.2.8 Any available Teacher Teaching On Call with the necessary qualifications and skills to replace an absent teacher, will be called before any non certified substitute.

- B.2.9 A Teacher Teaching On Call reporting to work when called shall receive a minimum one-half day's pay. Such teacher shall provide one-half day's service normally provided by teachers in that school.
- B.2.10 One hundred ninety (190) cumulative days of teacher teaching on call teaching shall be equal to one year of teaching experience for increment purposes, and any part of a day taught will be considered one day for such purposes.
- Note: Effective September 19, 2014, teacher teaching on call experience and increments are accrued in accordance with Article C.4 Teacher Teaching on Call Employment.
- B.2.11 When a substitute or Teacher Teaching On Call is replacing a regular teacher on long term illness, continuity shall be a prime consideration.
- B.2.12 When a teacher is scheduled to be absent from school for one-half day or longer, and classroom coverage is necessary, reasonable effort shall be made to employ a Teacher Teaching On Call.
- B.2.13 When for emergency reasons, a teacher leaves the school for one-half day or more, reasonable effort will be made to obtain a substitute.
- B.2.14 When a teacher is absent from school for less than one-half day, arrangements for class coverage may be made between teachers, subject to the AO's approval.
- B.2.15 In emergency situations, a teacher may be required to perform the duties of a teacher who is absent, or to supervise his/her students only where the Principal, Vice Principal or board administrator is not available due to other emergent business.

For the purposes of this article emergency shall mean issues dealing with the health and safety of staff and students.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 is not applicable in School District No. 92 (Nisga'a).

ARTICLE B.4 EI REBATE

- B.4.1 The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.

B.4.2 The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

B.5.1 In this Article:

- a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
- b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.

B.5.2 Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.

B.5.3 The BCTF Plan shall be made available in all districts not included in Article B.5.2.

B.5.4 The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

B.5.5 The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.

B.5.6 If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

B.5.7 Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:

- a. between September 1 and September 30 or December 15 and January 15 in any school year;
- b. no later than sixty (60) days following the commencement of employment.

B.5.8 An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.

- B.5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- B.5.10 Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
- B.5.11 The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

- B.6.1 The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
- B.6.2 In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
- B.6.3 The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

B.7.1 Private Vehicle Damage

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

B.7.2 Personally Owned Professional Material

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

- a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;

- b. The claim for loss or damage exceeds ten (10) dollars;
- c. If applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the employer;
- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

- B.8.1 Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
- B.8.2 A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
- B.8.3 An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of her/his intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
- B.8.4 An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- B.8.5 Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
- B.8.6 Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- B.8.7 An employee's accumulation in the Plan including her/his interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
- B.8.8 Interest earned by the Plan in the months of April through August shall be retained by the employer.
- B.8.9 The employer shall inform employees of the Plan at the time of hire.

B.8.10 Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

PCA Article B.9 is not applicable in School District No. 92 (Nisga'a). See B.9.4 and B.9.5 below.

LOCAL PROVISIONS:

B.9.4 Each month during the school term, each teacher shall receive an advance payment of one half his/her net monthly pay. This monthly advance will be paid on the 15th of each month or on the last instructional day before the 15th, if the 15th is during a weekend or holiday.

B.9.5 Teachers shall be paid in ten monthly instalments. The month end payment will be made on the last Friday of the month which is an instructional day.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Date	Mileage
Effective July 1, 2013	\$ 0.50
Effective September 1, 2014	\$ 0.51
Effective January 1, 2015	\$ 0.52
Effective May 1, 2016	\$ 0.52
Effective July 1, 2016	\$ 0.52
Effective May 1, 2017	\$ 0.53
Effective July 1, 2017	\$ 0.53
Effective May 1, 2018	\$ 0.53
Effective July 1, 2018	\$ 0.54
Effective May 1, 2019	\$ 0.54

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

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

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

B.10.4 PCA Article B.10.4 is not applicable in School District No.92 (Nisga'a).

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

LOCAL PROVISIONS:

B.10.6 MILEAGE ALLOWANCE (PL)

Teachers who are required to use their personal vehicles in the course of regularly assigned duties or other Board business shall be reimbursed in accordance with Board policy. This includes travel between work sites as required on a regular basis.

ARTICLE B.11 BENEFITS

B.11.1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.

B.11.2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.

B.11.3. Teachers Teaching on Call shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.

B.11.4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the coordination of benefits.

LOCAL PROVISIONS:

B.11.5 General Benefits

a. The Board shall provide health and welfare application forms to all new eligible teachers before or at the beginning of September in each school year or as soon as the teacher commences teaching. It is understood and agreed

that each new teacher shall deliver the forms duly completed to the Secretary Treasurer within 15 days of commencing his/her duties in the district.

- b. The Medical, Dental, and Extended Health benefits contained in this Article shall be provided as a condition of employment unless the teacher is covered under another plan.

B.11.6- Medical Insurance

The Medical Services Plan of BC shall be paid 100% by the Board.

B.11.7 Group Life Insurance - Plan A

Great West Life Assurance the Group Life Insurance Plan A premium shall be paid 100% by the Board.

The terms are as follows:

Single with no dependents - your life insurance is \$5000.00

Married with or without dependents and single with dependents:

If you are:	Your Life Insurance:
under age 35	300% of annual salary
35 & under 45	250% of annual salary
45 & under 55	200% of annual salary
55 & over	100% of annual salary

B.11.8 Group Dental Plan - Pacific Blue Cross

The Dental Plan shall be shared 80% by the Board and 20% by the teacher.

The terms are 90% of all basic Dental Plan A, and 60% of major Dental Plan B, and 50% of Plan C (\$2500 lifetime maximum). Effective July 1, 2015, Plan C "Orthodontics" coverage and lifetime maximum are 75% of Plan C (\$5,000 lifetime maximum).

B.11.9 Extended Health Benefits

The Provincial Extended Health Benefit Plan shall be paid 100% by the Board. Referral transportation shall be paid 100% by the Board.

B.11.10 Salary Indemnity Plan

The Salary Indemnity Plan shall be paid 100% by the teachers.

B.11.11 Continuation of Benefits

The Board shall continue to pay its share of premium payments for Medical, Dental and Extended Health Benefits for a maximum of one year when a person is on Medical Leave of Absence and in receipt of Salary Indemnity Fund Benefits. For teachers on Educational leave the Board will continue to pay for the above benefits provided the teachers pay in full all the premiums in advance. Upon returning to the District to teach, the Board will reimburse its share.

B.11.12 The Board agrees to make payroll deductions and payments for teachers for an RRSP Plan. It is the teacher’s responsibility to notify the Secretary Treasurer to authorize deductions.

B.11.13 When a pregnant teacher takes maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay her salary in accordance with the maternity leave provisions in Article G.26. The Board shall continue to pay its share of premiums for Medical, Dental, and Extended Health Benefits during the statutory maternity period of seventeen weeks and thereafter such benefits may be continued providing the teacher pays the total monthly premiums in advance. (G8.06)

B.11.14 Teacher Regulation Branch Fees (P)

Upon receipt of signed authorization forms the Board shall deduct from the earnings of every teacher such fees required for membership in the Teacher Regulation Branch and remit the same to the Branch when notified of the fees by the Union or the Teacher Regulation Branch.

B.11.15 Continuous Service Bonus (PL)

a. After completion of two years service, a bonus, as set out below, will be paid in September for those teachers returning to the district:

Date	Continuous Service Bonus
Effective July 1, 2013	\$ 1,148.41
Effective September 1, 2014	\$ 1,171.38
Effective January 1, 2015	\$ 1,186.02
Effective May 1, 2016	\$ 1,191.36
Effective July 1, 2016	\$ 1,203.27
Effective May 1, 2017	\$ 1,207.48
Effective July 1, 2017	\$ 1,213.52
Effective May 1, 2018	\$ 1,225.66
Effective July 1, 2018	\$ 1,231.78
Effective May 1, 2019	\$ 1,244.10

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

- b. Third year and thereafter for all teachers:

Date	Continuous Service Bonus
Effective July 1, 2013	\$ 344.53
Effective September 1, 2014	\$ 351.42
Effective January 1, 2015	\$ 355.81
Effective May 1, 2016	\$ 357.41
Effective July 1, 2016	\$ 360.99
Effective May 1, 2017	\$ 362.25
Effective July 1, 2017	\$ 364.06
Effective May 1, 2018	\$ 367.70
Effective July 1, 2018	\$ 369.54
Effective May 1, 2019	\$ 373.24

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

ARTICLE B.12 CATEGORY 5+

B.12.1 Eligibility for Category 5+

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

B.12.2 Criteria for Category 5+

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

B.12.3 Salary Rate Calculation

- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.

B.12.4 Application for Category 5+

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

ARTICLE B.20 CATEGORY ADDITION (PL)

B.20.1 The Board shall give additional part experience increments to any teacher having taught in this district for six months, for extra credits obtained in university or summer school while an employee using the following scale:

6 credits	1/3 of an increment
12 credits	2/3 of an increment
15 credits	3/3 of an increment
	category change

Fifteen credits means an automatic category change for all teachers except 5/PB and 6/PA. 5/PB and 6/PA will receive only 3/3 experience increment upon completion of 15 credits which have not effected a category change.

B.20.2 **Clarification of Extra Units**

- a. Units must be comparable to those offered by UBC.
- b. Standing in the courses must be second class or "B" average.
- c. Subjects must be related to their present teaching assignment and/or courses.
- d. Units must be in senior courses, i.e. 300 or above.
- e. For the above to take effect, 6 units must be achieved after July 1992.
- f. When units are used for change of certificate, the same units cannot be used for experience increments.

- g. Category changes supersede experience increments.
- h. Increases will be paid only after the completion of the specified units.
- i. Only credits which relate to category change will be paid.

ARTICLE B.21 PLACEMENT ON SCALE (PL)

- B.21.1 A Teacher's placement on a salary category shall be as determined by the Provincial Teacher Qualification Service and in accordance with years of experience as determined by B.23 of this agreement.
- B.21.2 At the time of appointment the Board shall advise the Teacher of the documentation required to establish initial scale placement. Verification is the responsibility of the Teacher.
- B.21.3 Should documentation be incomplete the Board shall notify the Teacher and shall provide an interim scale placement until the matter is resolved.
- B.21.4 The Board shall, upon request, notify the Teacher of the category and experience placement that has been assigned.
- B.21.5 Persons holding letters of permission (LOP) whose years of preparation can be equated to years of formal training shall be placed on the category equivalent to the number of their years of such training. Experience increments beyond two (2) will be at the discretion of the Superintendent.

ARTICLE B.22 INCREMENT DATES (PL)

- B.22.1 Increments changes shall be effective September 1st or February 1st following 10 months of employment.
- B.22.2 Provided that a teacher has not received two consecutive less than satisfactory evaluations an increment shall be paid.
- B.22.3 In any case when an increment is to be withheld or withdrawn the Board shall give the Teacher concerned written notification at least one and one-half (1 ½) school months before the next increment date.
- B.22.4 Any Teacher whose increment has been withheld or withdrawn shall be returned to scheduled placement as of September 1st or February 1st of any subsequent year in which the Superintendent or his/her designate indicates satisfactory performance.

ARTICLE B.23 DEFINITION OF EXPERIENCE (PL)

- B.23.1 Years of experience to be recognized for salary purposes on appointment to staff shall be determined on the following basis, provided supporting documentation is supplied by the teacher.
- B.23.2 All teaching experience on a continuing, probationary or temporary appointment:
- a. in public schools in British Columbia.
 - b. in government supported and government inspected schools outside British Columbia.
 - c. in independent schools where the service is deemed by the Superintendent to be equivalent to that in the public school system.
 - d. in a recognized BC College or University provided the teacher held a valid BC teaching certificate at the time.
- B.23.3 Ten (10) months full time employment or its equivalent, as defined in Article B.23.3.a shall constitute one year's experience for increment purposes.
- a. Periods of part-time teaching and temporary appointments may be added together for accumulation of years of experience.

ARTICLE B.24 PART MONTH PAYMENT AND DEDUCTIONS (PL)

- B.24.1 The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
- B.24.2 A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.

ARTICLE B.25 TEACHER IN CHARGE (PL)

- B.25.1 A teacher assigned as Teacher in Charge during the absence of an Administrative Officer will be compensated per day in addition to his/her normal salary:

Date	Teacher-in-Charge
Effective July 1, 2013	\$ 28.71
Effective September 1, 2014	\$ 29.28
Effective January 1, 2015	\$ 29.65
Effective May 1, 2016	\$ 29.78
Effective July 1, 2016	\$ 30.08
Effective May 1, 2017	\$ 30.19
Effective July 1, 2017	\$ 30.34
Effective May 1, 2018	\$ 30.64
Effective July 1, 2018	\$ 30.79
Effective May 1, 2019	\$ 31.10

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

ARTICLE B.26 POSITIONS OF SPECIAL RESPONSIBILITY (PL)

B.26.1 Department Head Allowance

Teachers appointed as Department Heads shall be paid an allowance, per annum, payable in 10 equal instalments, as follows:

Date	Department Heads
Effective July 1, 2013	\$ 1,676.67
Effective September 1, 2014	\$ 1,710.20
Effective January 1, 2015	\$ 1,731.58
Effective May 1, 2016	\$ 1,739.37
Effective July 1, 2016	\$ 1,756.77
Effective May 1, 2017	\$ 1,762.92
Effective July 1, 2017	\$ 1,771.73
Effective May 1, 2018	\$ 1,789.45
Effective July 1, 2018	\$ 1,798.39
Effective May 1, 2019	\$ 1,816.38

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

ARTICLE B.27 MOVING ALLOWANCE (PL)

B.27.1 Moving Expenses

- a. First \$400 will be reimbursed 100%.

Date	Moving Allowance First \$400
Effective July 1, 2013	\$ 459.37
Effective September 1, 2014	\$ 468.56
Effective January 1, 2015	\$ 474.41
Effective May 1, 2016	\$ 476.55
Effective July 1, 2016	\$ 481.31
Effective May 1, 2017	\$ 483.00
Effective July 1, 2017	\$ 485.41
Effective May 1, 2018	\$ 490.27
Effective July 1, 2018	\$ 492.72
Effective May 1, 2019	\$ 497.65

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

- b. Next \$1500.00 will be reimbursed 66.67% and regulated by the moving assistance agreement.

Date	Moving Allowance Next \$1500
Effective July 1, 2013	\$ 1,722.61
Effective September 1, 2014	\$ 1,757.06
Effective January 1, 2015	\$ 1,779.03
Effective May 1, 2016	\$ 1,787.03
Effective July 1, 2016	\$ 1,804.90
Effective May 1, 2017	\$ 1,811.22
Effective July 1, 2017	\$ 1,820.27
Effective May 1, 2018	\$ 1,838.48
Effective July 1, 2018	\$ 1,847.67
Effective May 1, 2019	\$ 1,866.15

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

- c. If the teacher leaves before the second year of employment in the district he/she will repay 100% of B.27.1.b above.
- d. If the teacher leaves before the third year of employment in the district he/she will repay 50% of B.27.1.b above.

ARTICLE B.28 ISOLATION ALLOWANCE (PL)

B.28.1 An isolation allowance will be paid to each teacher (F.T.E.) based in the following villages:

Greenville 4.0% of category 4 minimum
 Kincolith 6.9% of category 4 minimum

B.28.2 The allowance will be paid in ten (10) equal monthly instalments, September to June inclusive.

B.28.3 Freight costs reimbursements will be paid to Kincolith-based teachers (F.T.E.) to an annual maximum, as follows, upon submission to the AO of the appropriate receipts:

Date	Freight costs (Kincolith based teachers)
Effective July 1, 2013	\$ 344.53
Effective September 1, 2014	\$ 351.42
Effective January 1, 2015	\$ 355.81
Effective May 1, 2016	\$ 357.41
Effective July 1, 2016	\$ 360.99
Effective May 1, 2017	\$ 362.25
Effective July 1, 2017	\$ 364.06
Effective May 1, 2018	\$ 367.70
Effective July 1, 2018	\$ 369.54
Effective May 1, 2019	\$ 373.24

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

B.28.4 No reductions in pay will be made for Kincolith teachers stranded in Prince Rupert due to cancelled ferry sailing or scheduled flights on the day preceding the next school day.

- B.28.5 Teachers from Aiyansh or Greenville who are prevented from returning to school because the access road between Terrace and the teacher’s village is closed by the Department of Highways or other government agency or by a cancelled flight, shall be entitled to receive their pay less the cost of the substitute replacement. If the daily cost of a substitute exceeds that of the teacher the excess amount will not be charged against the teacher’s salary.
- B.28.6 An Isolation Continuous Service Bonus will be paid in September for those teachers returning to Kincolith:

Date	Isolation Continuous Service Bonus
Effective July 1, 2013	\$ 114.84
Effective September 1, 2014	\$ 117.14
Effective January 1, 2015	\$ 118.60
Effective May 1, 2016	\$ 119.13
Effective July 1, 2016	\$ 120.33
Effective May 1, 2017	\$ 120.75
Effective July 1, 2017	\$ 121.35
Effective May 1, 2018	\$ 122.56
Effective July 1, 2018	\$ 123.18
Effective May 1, 2019	\$ 124.41

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

ARTICLE B.29 WORKERS’ COMPENSATION BOARD BENEFITS (PL)

- B.29.1 Where a teacher is absent due to compensable injury and is in receipt of W.C.B. benefits the Board will receive such benefit and shall pay the teacher’s regular salary provided that the teacher has sick leave to his/her credit. The sick leave credit shall be reduced by the difference between the teacher’s regular pay and the W.C.B. benefit.
- B.29.2 When sick leave credit is exhausted, the teacher will receive the W.C.B. benefit only. The amount of the W.C.B. benefit received by the Board shall not be reported as taxable income on the teacher’s T4 statement.
- B.29.3 Subject to the W.C.B. Act and Regulations, such W.C.B. benefits do not include a disability pension or other final settlement arising from such compensable injury. W.C.B. benefits mean periodic payments during the period of temporary disablement.

ARTICLE B.30 INDUSTRIAL FIRST AID PREMIUMS (PL)

B.30.1 The Board will pay a premium to teachers who hold a valid Industrial First Aid Certificate, and who are designated to act, a premium, as follows:

Date	Industrial First Aid Certificate
Effective July 1, 2013	\$ 468.55
Effective September 1, 2014	\$ 477.92
Effective January 1, 2015	\$ 483.90
Effective May 1, 2016	\$ 486.07
Effective July 1, 2016	\$ 490.93
Effective May 1, 2017	\$ 492.65
Effective July 1, 2017	\$ 495.11
Effective May 1, 2018	\$ 500.07
Effective July 1, 2018	\$ 502.57
Effective May 1, 2019	\$ 507.59

*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

B.30.2 The responsibility assumed by these teachers is to provide first aid care to employees as required by the Workers' Compensation Board Regulations.

B.30.3 The Board shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course.

ARTICLE B.31 BASIC SALARY PROTECTION (PL)

B.31.1 Notwithstanding Article B.22 no teacher shall suffer a reduction in basic salary because of the coming into effect of this agreement.

ARTICLE B.32 PAYMENT FOR WORK BEYOND REGULAR WORK YEAR (PL)

A teacher, who is requested by the Board to work beyond the prescribed school year set out in the mutually agreed or Ministry Calendar, who agrees to such employment, shall be paid at the rate of 1/200 of his/her annual salary entitlement for each day worked.

ARTICLE B.33 DEATH BENEFITS (PL)

In the event of the death of a teacher during a school year who has been employed in the District for at least six months, the Board shall pay the teacher's salary for the balance of the month in which the teacher died and will continue to pay, for 3 months after the death, the Medical, Extended Health Benefits and Dental premiums for the benefit of the teacher's dependents registered under the Medical, Extended Health Benefits and Dental plans subject to the extent that the carrier of the plans will allow.

ARTICLE B.34 HOUSING (PL)

Prior to March 31, teachers shall be notified of any teacherage rental rate change pertaining to the next school year.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

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

- i. Service as a teacher teaching on call shall be credited:
 - 1. one half (1/2) day for up to one half (1/2) day worked;
 - 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.

C.2.4 An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.

C.2.5 No employee shall accumulate more than one (1) year of seniority credit in any school year.

C.2.6 Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

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

LOCAL PROVISIONS:

C.2.7 Principle of Security

The Board and the NTU agree that increased length of teaching service in the employment of the Board entitles employees on a continuing contract to commensurate increase in security of teaching employment provided that such employees possess the necessary qualifications for the teaching positions available. This article does not apply to employees dismissed for cause under relevant sections of the School Act or School Act Regulations.

C.2.8 Definition of Seniority

- a. In this article “seniority” means a teacher’s aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. To calculate the seniority for part-time teachers, the hours worked annually will be accumulated, divided by five, and by teachers number of

school days established for the year, with the answer expressed in years if fraction thereof.

In addition to the foregoing, the seniority for a teacher on a continuing contract shall include:

- i. Teacher-Teaching-on-Call seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall a teacher be credited with more than 1 year of seniority for any school year
- b. When the seniority of two or more teachers is equal pursuant to Article C.2.8.a, the teacher with the greatest continuous present employment with the Board shall be deemed to have greatest seniority.
 - c. When the seniority of two or more teachers is equal pursuant to Article C.2.8.b, the teacher with the greatest number of days of substitute teaching with the Board prior to appointment shall be deemed to have the greatest seniority.
 - d. When the seniority of two or more teachers is equal pursuant to Article C.2.8.c, the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.
 - e. When the seniority of two or more teachers is equal pursuant to Article C.2.8.d, the teacher with the earliest dated letter of appointment with the Board shall be deemed to have the greatest seniority.
 - f. 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;
 - ii. education leave;
 - iii. parenthood leave;
 - iv. leave for duties with NTU or the BCTF;
 - v. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
 - vi. long-term sick leave;
 - vii. leave for teaching with the Department of National Defence or any other Board approved teaching position;
 - viii. compassionate care leave pursuant to G.2.

- g. For the purpose of this article, in the case of resignation, for the purpose of maternity followed by re-engagement within a period of three years, or in the case of a teacher who has been terminated pursuant to this Agreement and recalled pursuant to Article C.20.3, credit shall be given for years of service up to the date of resignation or termination except for seniority credits that were previously ported from SD No. 92 to another school district pursuant to C.2.2, unless such credits are subsequently ported back to SD No. 92 pursuant to Article C.2.2

C.2.9 Seniority List

The Board shall, by October 15 of each year, forward a seniority list of teachers to the NTU of all teachers employed by the Board

ARTICLE C.3 EVALUATION

C.3.1 The purposes of evaluation provisions include providing employees with feedback, and employers and employees with the opportunity and responsibility to address concerns. Where a grievance proceeds to arbitration, the arbitrator must consider these purposes, and may relieve on just and reasonable terms against breaches of time limits or other procedural requirements.

ARTICLE C.4 TEACHER TEACHING ON CALL EMPLOYMENT

C.4.1 Experience Credit

- a. For the purpose of this article, a teacher teaching on call shall be credited with one (1) day of experience for each full-time equivalent day worked.
- b. One hundred seventy (170) full-time equivalent days credited shall equal one (1) year of experience.

C.4.2 Increment Date for Salary Grid Placement

Upon achieving one (1) year of experience, an increment shall be awarded on the first of the month following the month in which the experience accumulation is earned.

ARTICLE C.20 LAYOFF RECALL AND SEVERANCE PAY (PL)

C.20.1 **Definition of Qualification**

In this article, “necessary qualifications” in respect of a teaching position means a reasonable expectation, based on the certification, training, education, or experience

of a teacher that the teacher will be able to perform the duties of the position in a satisfactory manner.

Qualifications:

- a. All teachers will be asked to declare the grade levels, subject areas and special education programs they can successfully teach by reasons of academic qualifications, and/or experience. These declarations will be reviewed and authenticated by the Superintendent.
- b. The Superintendent shall decide, subject to this section, whether or not a teacher possesses the necessary qualifications for a particular position.
- c. Should a teacher or the NTU challenge the Superintendent's decision as to whether a teacher does or does not have the necessary qualifications, the question shall be referred to A6 (Grievance Procedure).

C.20.2 Security of Employment Based on Seniority and Qualifications

- a. When, for a bona fide educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, 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 position available.
- b. The Board's right to transfer a teacher in relation to this article shall not be subject to any other provisions of this Agreement.
- c. The Board shall give each teacher it intends to terminate pursuant to this article sixty (60) days notice in writing, such notice to be effective at the end of a school term and to contain the reason for the termination. The Board shall not be required to give any notice of termination in the event that a successful appeal under C.20.1 necessitates a subsequent termination of another teacher.

C.20.3 Teacher's Rights of Recall

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer recall to the teacher who has the most seniority among those terminated pursuant to this article, provided the teacher possesses the necessary qualifications for the available position and has not lost his/her right to recall pursuant to Article C.20.3.d. If that teacher declines the offer or if the Board is unable to notify that teacher of the available position after reasonable effort, 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 terminated pursuant to this article.
- b. A teacher who is offered recall pursuant to Article C.20.3.a shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the receipt of

such offer and convey their decision in writing to the Superintendent, postmarked within ten (10) days.

- c. The Board will expect the teacher to begin duties as soon as possible to the date specified in the recall.
- d. A teacher's right to recall under this article is lost:
 - i. if the teacher elects to receive severance pay under Article C.20.6;
 - ii. if the teacher refuses to accept the position for which he/she possesses the necessary qualifications;
 - iii. if three years elapse from the date of termination under this article and the teacher has not been recalled;
 - iv. if the teacher is on a temporary appointment with the Board at the expiration of the period specified in the Notice of Appointment; or,
 - v. if the teacher is employed by another school district on a continuing contract at the time of the offer of recall for an available position.

C.20.4 Sick Leave

A teacher recalled pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination.

C.20.5 Benefits

A teacher who retains rights of recall pursuant to Article C.20.3 shall be entitled, if otherwise eligible, under the relevant insurance plan, to maintain participation in all benefits provided in this Agreement by payment of full cost of such benefits to the Board.

C.20.6 Severance Pay

- a. A teacher who has been employed for one or more years on a continuing contract and who is terminated, save and except a teacher who is terminated or dismissed for just cause, may elect to receive severance pay at any time before the teacher's right to recall pursuant to Article C.20.3 is lost.
- b. Severance pay shall be calculated at the rate of five (5%) per cent of one year's salary for each year of service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination.
- c. A teacher who receives severance pay pursuant to this article and who, notwithstanding Article C.20.3, is subsequently rehired by the Board, shall retain any payment made under the terms of this article, and in such case, for purposes only of

Article C.20.6.b, the calculation of years of service shall commence with the date of such rehiring.

C.20.7 Housing

A teacher on recall under Article C.20.3 shall be entitled to retain Board housing unless such housing is required by a teacher employed by the Board on a continuing or temporary contract, or Board Administrative staff. Rental rates will be consistent with the other units occupied by teachers.

ARTICLE C.21 DISMISSAL AND DISCIPLINE FOR MISCONDUCT; JUST AND REASONABLE CAUSE, DUE PROCESS

C.21.1 The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.

C.21.2 Where a teacher is under investigation by the Board for any cause, the teacher and the Union shall be advised in writing of that fact at the earliest reasonable time, and in any event before any action is taken by the Board, and the teacher shall have the right to representation.

C.21.3 The Board shall not suspend {other than a suspension to which Section 15(5) of the *School Act* applies} or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:

- a. the teacher and the Union shall be given 72 hours notice;
- b. at the time such notice is given, the teacher and the Union shall be given a complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting; should the Board receive new information that would substantially affect the outcome of the meeting referred to in Article C.21.3, the Board shall provide the Union the documents pertaining to such information twenty-four (24) hours before the meeting.
- c. the Union on behalf of the teacher may file a written reply to the allegations prior to the meeting;
- d. at such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Union, and they shall be entitled to hear all the evidence presented to the Board, to call witnesses, to ask questions, and to make submissions to the Board.
- e. the decision of the Board shall be communicated in writing to the teacher and the Union and shall contain a complete statement of the grounds for the decision.

- C.21.4 Where a Teacher is suspended under Section 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the provisions of Article C.21.3.a through C.21.3.e unless the right to such meeting is waived by the Union.
- C.21.5 The Board shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher except as agreed by the Union or by joint release agreed upon by the Board and the Union or in response to public statements made by the Union.
- C.21.6 Notwithstanding A.6 (Grievance Procedure) where a teacher has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal or suspension directly to arbitration provided for in A.6. (Grievance Procedure).
- C.21.7 At an arbitration, in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at the time it was placed on file.
- C.21.8 Where a teacher has been suspended on grounds set out in Section 15(4), and later found to be innocent or not guilty by a court of law the teacher shall be reinstated immediately and fully reimbursed.

**ARTICLE C.22 TERMINATION FOR UNSATISFACTORY TEACHER PERFORMANCE
(PL)**

- C.22.1 The Board may dismiss a teacher for cause where the teacher's performance (i.e. learning situation in the teacher's class or classes) is less than satisfactory.
- C.22.2 Prior to terminating a teacher under this article there must be in existence at least three (3) consecutive less than satisfactory teaching evaluation reports written by at least two different evaluators, one of whom shall be the Superintendent and/or his /her delegate.
- C.22.3 The reports referred to in this article shall have been prepared in accordance with E.26 (Evaluation), within a period of not less than eight (8) months and not more than twenty-four (24) months and such period shall be exclusive of any leave of absence for illness, injury or any other purpose.
- a. Immediately after the first less than satisfactory report, a plan of assistance will be formulated and implemented to assist the teacher in overcoming the deficiencies. A reasonable period of time for improvement of performance shall be provided and a subsequent report shall not be initiated prior to the completion of the plan of assistance.
 - b. At the discretion of the Superintendent, a leave of absence may be granted for up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the

balance of the 24 months exclusive of the leave of absence period.

- C.22.4 Where the Board intends to dismiss a teacher on grounds that the teacher's performance is less than satisfactory under this article, it shall notify the teacher and the President of the NTU of such intention and provide an opportunity for the teacher and the representative of the NTU to meet with the Superintendent and the Board within 14 days of such notice.
- C.22.5 Where subsequent to such meeting, the Board decides to dismiss a teacher under this article, it shall issue notice of dismissal, at least one month prior to the dismissal, setting out the grounds for such action.

ARTICLE C.23 TEMPORARY TEACHERS (PL)

- C.23.1 The Board may appoint a teacher on temporary appointment in writing stating that it is a temporary appointment and specifying the period of its duration.
- C.23.2 The temporary appointments shall be made in accordance with the following:
- a. For a period not exceeding one year, to any position temporarily existing or temporarily vacant; or
 - b. For a period not exceeding the remainder of the existent school year, to any position which has become vacant during a school year.
- C.23.3 At the expiration of the period specified in the temporary appointment, the temporary appointment shall be deemed to be terminated.
- C.23.4 The Board agrees to inform the Union of any teacher hired on temporary contract for the school year and the Board will inform the Union of any position which becomes temporarily vacant during the balance of that school year.
- C.23.5 Teachers who have been employed by the Board on Temporary contract shall be entitled to apply for vacant continuing contract positions.
- C.23.6 When a certified Teacher works in one position on a long term basis for 20 consecutive days or more, such teacher will receive a temporary appointment for the duration of that assignment for salary and experience credit purposes retroactively. Such long term substitute appointment need not be continuous when interrupted for up to 2 days due to illness of the teacher, professional development days or emergency leave.

ARTICLE C.24 PART-TIME TEACHER EMPLOYMENT RIGHTS (PL)

- C.24.1 Any teacher may apply for a part-time position. If the Board appoints a continuing part-time teacher the following shall apply:

- a. The salary paid pursuant to Article B.21 shall be pro rated based on the appointment.
- b. If the teacher is eligible to participate in benefit plans, he/she is entitled to the benefits available under Article B.11 upon payment of that portion of premiums based on salary and agreed upon in Article B.21 of this Agreement plus any additional premiums required to obtain full coverage . The intent of this clause is that the employment of part-time teachers does not result in costs to the Board that exceed the cost of equivalent full time teachers.
- c. If the appointment is 0.6 or more, the teacher shall be entitled to preparation time under Article D.4 Preparation Time which shall be pro rated based on the appointment and shall be reflected in the teacher's timetable.
- d. If two teachers share a full time appointment with the prior approval of the Superintendent, the provisions of this Article shall apply. Preparation time shall be shared by the teachers on a pro rated basis agreed between them. If one of the two teachers resigns from the shared appointment, he/she shall not be entitled to a full time appointment or any other appointment without the approval of the Board and the other remaining teacher shall assume the shared appointment on a full time basis.

SECTION D WORKING CONDITIONS

ARTICLE D.1 INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

[Note: see Memorandum of Agreement re: *LOU No. 17: Education Fund and Impact of the Court Cases – Final Agreement*]

ARTICLE D.2 INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

[Note: see Memorandum of Agreement re: *LOU No. 17: Education Fund and Impact of the Court Cases – Final Agreement*]

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

D.3.1 In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.

D.3.2 When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

D.3.3 The process outlined below in Article D.3.4 thru Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.

D.3.4 If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.

D.3.5 The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.

D.3.6 In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.

D.3.7 The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:

- i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
- D.3.8 Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.4 PREPARATION TIME

PCA Article D.4.1 through D.4.3 is not applicable in School District No. 92 (Nisga'a). See Article D.4.4 and D.4.5 below.

LOCAL PROVISIONS:

- D.4.4 Secondary F.T.E. teachers shall be entitled to 12.5% Preparation time.
- D.4.5 Elementary teachers will be entitled to 100 minutes per week preparation time. Preparation time shall be allocated in a minimum of 30-minute blocks. (One hundred ten (110) minutes effective June 30, 2019.)

ARTICLE D.5 MIDDLE SCHOOLS

- D.5.1 Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
- D.5.2 Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective

Agreement which are necessary to accommodate the intended middle school program.

- D.5.3 In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
- D.5.4 If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
- D.5.5
- a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
 - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
 - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
- D.5.6 Where a middle school program has been established on or prior to ratification of the 2006-2011 Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.20 INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION

[Note: see Memorandum of Agreement re: *LOU No. 17: Education Fund and Impact of the Court Cases – Final Agreement*]

ARTICLE D.21 STAFF MEETINGS (L)

- D.21.1 Except for emergency staff meetings, at least seven (7) days' notice of regular staff meetings shall be given. The agenda for regular staff meetings shall be distributed at least three days before the meeting. For the purposes of the article emergency shall mean issues dealing with the health and safety of staff and students or other time sensitive issues that cannot wait for the regular monthly staff meeting.
- D.21.2 Staff members will have the right to place items for consideration on staff meeting agendas.
- D.21.3 Written minutes of staff meetings shall be kept in a master file accessible to teachers and copies shall be circulated to all staff members prior to the next regular staff meeting.
- D.21.4 After school staff meetings shall be limited to one per month except in emergency situations.
- D.21.5 Teachers shall not be required to attend staff meetings:
- a. which commence prior to one (1) hour before classes begin, or which conclude later than two (2) hours after dismissal of pupils;
 - b. during the recess or during the noon intermission, unless a majority of the staff wish to meet during these times; or,
 - c. on weekends or holidays or other days when school is not in session, as scheduled in Article D.23, the Regular Work Year/School Calendar.
- D.21.6 It is understood that the above staff meetings do not include meetings such as single issues, departmental issues or grade group meetings. This article will not be used in an unreasonable manner and the meeting will be limited to a maximum time of one hour.
- D.21.7 Nothing in this article shall contravene the authority and responsibility of the principal set out in the School Act and Regulations.

ARTICLE D.22 SUPERVISION DUTIES – NOON (PL)

No teacher shall be required to perform noon-break supervision. It is understood that teachers will perform noon break supervision in emergency situations where student physical well being is in danger or damage to instructional facilities is likely to occur.

ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS (PL)

- D.23.1 The annual salary established for teachers covered by this agreement shall be payable in respect to the teacher's regular work year which shall not exceed one hundred

ninety five (195) days in session per school year inclusive of five (5) Non-Instructional days and one year end Administration day in accordance with the School Calendar as determined by Ministry guidelines.

- D.23.2 The five (5) Non-Instructional Days referred to in Article D.23.1 above and provided for in Article F.20 (Non-Instructional Days) shall occur on the two (2) Board dates and the Board shall, wherever possible, be notified six (6) weeks in advance by the Pro-D Chairperson of the dates of the three (3) days organized by the Pro-D Chair or at the staff meeting as per Article D.21.
- D.23.3 The last school day in the school year shall be the year end administration day on which students are not required to attend.
- D.23.4 The Board shall provide one (1) early dismissal for each reporting period, except for the final report, to allow teaches to prepare for and participate in parent/teacher conferences. One additional early dismissal day shall occur for elementary teachers only on the school day immediately preceding the year end administrative day. Such early dismissals shall be at 12:00 noon on the days in question.
- D.23.5 The Board shall provide once each year, for secondary teachers, one-half day commencing at noon to visit Greenville and one day to visit Kincolith, for Parent/Teacher conferences as scheduled by an AO at a regularly scheduled staff meeting.

NOTE: In order to meet the Ministry requirements of one hundred ninety (190) instructional days, the Nisga'a Teachers' Union and Board may, by mutual agreement, reduce the number of Non-Instructional days.

ARTICLE D.24 DURATION OF SCHOOL DAY (PL)

- D.24.1 In elementary schools the school day for instructional purposes shall not exceed five (5) hours and thirty (30) minutes, inclusive of fifteen (15) minutes for recess in the forenoon, and the total hours in the school days in any calendar week shall be twenty-five (25) subject to banked time arrangements at any school.
- D.24.2 In secondary schools the duration of the school day for instructional purposes shall not exceed six (6) hours, and the total hours in the school days in any calendar week shall be twenty-seven and one-half (27 ½) inclusive of recess and between class breaks.
- D.24.3 Unless otherwise agreed between the Board and the Union, no elementary school shall commence before 8:30 AM or continue after 3:30 PM and no secondary school shall commence before 8:00 AM or continue after 5:00 PM.

ARTICLE D.25 TEACHERS DAILY INSTRUCTIONAL HOURS (PL)

D.25.1 In elementary and secondary schools the actual hours of instruction by teachers within the limits referred to in Article D.24 (Duration of the School Day) shall be set out in the timetable established by the AO in consultation with the school staff in the school.

ARTICLE D.26 EXTRA-CURRICULAR ACTIVITIES (L)

D.26.1 Extra-curricular activities and programs are defined as being those aspects of pupils' school life provided by teachers which are beyond the activities relating to provincially and locally established curriculum.

D.26.2 While the Board and NTU agree that extra-curricular activities are an important aspect of school programs for pupils and encourage participation in extra-curricular activities, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.

ARTICLE D.27 HEALTH AND SAFETY COMMITTEE (L)

D.27.1 A Health and Safety Committee shall be established by the Board.

D.27.2 The Committee shall consist of one NTU representative, one AO, the Maintenance Superintendent and the Secretary Treasurer or designate.

D.27.3 Problems should first be reported to an AO or the Maintenance Superintendent. If the problem is not resolved in this manner, the problem should be referred to the safety committee who shall meet within 10 calendar days of the request to deal with the matter. Minutes shall be taken of all meetings and copies to all parties who may have a reason for concern with the problem that resulted in the call for the meeting.

D.27.4 Classes shall be conducted in well-maintained facilities. Maintenance includes cleanliness, heating, lighting, and other physical conditions.

D.27.5 Where a situation is of immediate danger to the teacher or students, the teacher shall immediately report to an AO.

D.27.6 The Committee duties shall include:

- a. assisting in creating a safe and healthful place of work and learning;
- b. ensuring that regular inspections are carried out by the W.C.B. of British Columbia;
- c. making recommendations on safe and healthful working conditions;

- d. making any recommendations concerning health and safety measures within its jurisdiction as required to comply with the Workers' Compensation Act and Regulations of British Columbia.

ARTICLE D.28 HAZARDOUS MATERIALS (L)

- D.28.1 Workplace Hazardous Materials Information Systems (WHMIS) shall be available in all school sites and workplaces in the District.
- D.28.2 The AO shall provide updated information, WHMIS labels and Material Safety Data Sheets as they become available.
- D.28.3 Any materials considered dangerous and hazardous under WHMIS Program shall be reported to the AO who shall decide what action including removal, is necessary. Any dispute concerning the dangerous and hazardous nature of the material or the decision of the AO, shall be referred to the Health and Safety Committee.
- D.28.4 The Board shall ensure that materials deemed dangerous and hazardous by WHMIS or the AO or the Health and Safety Committee are disposed of at least once a year.

ARTICLE D.29 BEGINNING TEACHERS (PL)

- D.29.1 A beginning teacher in his/her first year of teaching may consult with his/her AO in connection with a beginning teacher's assistance program established by the Superintendent or designate in consultation with the NTU. The program may include the assistance of a volunteer mentor teacher and any other assistance agreed upon by the AO and the teacher.

ARTICLE D.30 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS (L)

When new school construction or major school renovations are planned in a school district, the Board or its committee shall consult a representative of the teachers in the community concerned during the planning process.

ARTICLE D.31 HOME EDUCATION (PL)

- D.31.1 Where a child has registered in a school or with a Regional Correspondence School, and the parent or guardian is providing home education in compliance with the *School Act*, a classroom teacher in that school will provide evaluation and assessment services to that child if requested by an AO.
- D.31.2 The AO will only ask a teacher who has the necessary qualifications and experience to provide such service and the AO will provide the teacher with appropriate release time.

ARTICLE D.32 TECHNOLOGICAL CHANGE (PL)

It is agreed between the parties that the provisions and procedures on technological change as set out in the *Labour Relations Code* shall satisfy the requirements on this matter during the term of this agreement.

ARTICLE D.33 BUDGET (L)

The NTU shall have the right to make a budget presentation at the Board's regular meeting in January (to be held within the district) and to receive a copy of the final budget approved by the Ministry.

ARTICLE D.34 TEACHER IN CHARGE

- D.34.1 A teacher may be appointed as a Teacher in Charge in accordance with this Article.
- D.34.2 In the event that all administrators assigned to the school are absent from the school, the Teacher in Charge may be requested by the Administrator or Superintendent to assume the duties specified in this clause.
- D.34.3 The Teacher in Charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergent matters as they may arise, with required assistance from the Board Office. TIC candidates in the administration mentoring program may be called upon to perform additional leadership duties.
- D.34.4 While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this Agreement.
- D.34.5 Where absences of Administrative officers continue from more than five (5) school days consecutively or intermittently as candidate in the administration mentoring program the Teacher in Charge will assume all administrative duties excluding only formal evaluation of instruction and personnel.
- D.35.6 Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher in Charge except in emergencies.
- D.35.7 Where the appointment of a Teacher in Charge is less than one (1) day a replacement will only be provided on approval of the Superintendent or designate, but where the anticipated appointment is for one (1) or more days a replacement shall be provided to relieve the Teacher in Charge or regular teaching duties for the duration of the appointment.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

E.2.1 General

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

E.2.2 Definitions

a. Harassment includes:

- i. sexual harassment; or
- ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator 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 would demean, belittle, intimidate, or humiliate any reasonable 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. misuses of power or authority such as intimidation, threats, coercion and blackmail.

b. Sexual harassment includes:

- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

E.2.3 Resolution Procedure

a. Step 1

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

satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes

b. Step 2

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

c. Step 3

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
 - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
 - (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.
- ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.
- iii. 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.

- iv. The investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

E.2.4 Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

E.2.5 Informal Resolution Outcomes

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

E.2.6 Training

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

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.
- b. The awareness program shall include but not be limited to:
 - i. the definitions of harassment and sexual harassment as outlined in this Agreement;

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

ARTICLE E.20 PROFESSIONAL RELATIONS COMMITTEE (L)

E.20.1 There shall be a standing committee composed of:

- a. a school trustee, preferably the Chairperson or Vice-Chairperson, or the Chairperson of the Board Personnel Committee,
- b. the President of the Union,
- c. the Chairperson of the Bargaining Committee of the Union, and
- d. the Superintendent or the Secretary Treasurer.

E.20.2 This Committee is to be known as the Professional Relations Committee.

E.20.3 The Committee shall:

- a. receive concerns about any matter not covered by the collective agreement raised by any member of the committee; matters covered by the collective agreement that are not grievable;
- b. promptly initiate action to remedy problems causing the concerns;
- c. monitor the remedial action to ensure that it is effectively dealing with the concern to the satisfaction of both parties to this agreement;
- d. elect the chairperson who will receive agenda items from committee members; and,
- e. record and circulate the minutes of each meeting before the next meeting.

E.20.4 Matters on the table during formal negotiation shall not be discussed by this Committee.

E.20.5 The Committee shall meet three times in each school year or at the request of either party.

ARTICLE E.21 RACISM (L)

E.21.1 The Board does not condone and will not tolerate any expression of racism.

E.21.2 Any written allegation of racism within the School District will be investigated by the Superintendent or designate. The complainant will be advised of the results of the investigation.

ARTICLE E.22 APPOINTMENT TO TEACHING STAFF OF SD #92 (PL)

E.22.1 All teachers appointed by the Board to the teaching staff of the district shall be appointed in accordance with the *School Act* and Regulations, subject to the provisions of this agreement, to a continuing contract of employment except for:

a. temporary appointment made in accordance with this agreement;

b. Teachers Teaching on Call employed in accordance with this agreement;

E.22.2 The Board shall, within 48 hours, confirm in writing, or by telegram/fax, any verbal offer of appointment to a teacher.

E.22.3 If the teacher to whom an offer of appointment is made by the Board does not accept or reject the same, in writing or by telegram/fax within 48 hours of its receipt, it shall be assumed to be rejected.

E.22.4 An offer of appointment shall be assumed to have been accepted when the acceptance has been mailed, with postage prepaid, or sent by telegram/fax to the Board.

E.22.5 An acceptance of an offer of appointment shall be final and binding upon the Board and the teacher.

E.22.6 A continuing contract teacher may terminate his/her contract at any time with 30 days written notice by delivering such notice to the Secretary Treasurer.

ARTICLE E.23 POSTING AND FILLING VACANT POSITIONS (PL)

E.23.1 Vacancy means a newly created position or an existing position vacated by the incumbent for one (1) year or more or by resignation at any time during the year. All teachers in the district are eligible to apply for all vacancies.

E.23.2 All vacancies and new positions shall be advertised by posting in all schools and centres of the School District as soon as they become known, for a period of three (3) calendar days prior to advertising outside the district and copies of all postings shall be forwarded at the time of posting to the Union President.

During July and August, vacancies shall be posted at the Board Office with a copy to the Union and copies of each posting shall be faxed to any teacher who has requested in writing, prior to June 30, to receive same. Teachers requesting copies of postings must leave a fax number with the Board prior to June 30. Teachers unable to provide a fax number should leave a telephone number and address with the Union President.

These teachers may apply for a posted position by fax or by a telephone call.

E.23.3 The posting shall set out the position to be filled, the location of the school, the expectations of the school concerned, and the applicable living conditions in the District.

E.23.4 The Board shall fill vacancies other than those positions of special responsibility in the following priority, provided the teacher has the academic training, experience, and special skills and abilities to perform the duties of the vacant position:

- a. teachers returning from leave of absence;
- b. continuing contract teachers requesting transfer;
- c. continuing contract teachers who have been transferred on the initiative of the Board at least one (1) calendar year before the vacancy occurs;
- d. teachers on the recall list;
- e. temporary appointment teachers; and then
- f. others.

E.23.5 The Board shall provide job descriptions for all positions of special responsibility included in the bargaining unit.

ARTICLE E.24 TEACHER TRANSFERS (PL)

E.24.1 For the purpose of this Article, transfer is defined as a reassignment between schools or to a significantly different grade or subject area within a school. The Board may initiate the transfer of any teacher for educational reasons of an emergent nature or due to declining enrolment or as mutually agreed by the Board and the Union. If a teacher is transferred for educational reasons of an emergent nature, the resulting vacant position will be filled by a teacher who agrees to transfer to that position. Transfers will not be used as a disciplinary measure.

Educational reasons of an emergent nature means circumstances which require a response in the best interest of a teacher and/or for students.

- E.24.2 A teacher shall receive one (1) weeks notification in writing prior to any transfer and the reasons therefore.
- E.24.3 If the Superintendent intends to recommend to the Board that a teacher be transferred, the Superintendent shall advise the teacher in writing of the reasons. The Superintendent shall meet with the teacher to discuss the intended transfer if requested to do so by the teacher. At such a meeting, the teacher shall have the right to be accompanied by a representative of the Union.
- E.24.4 At, or subsequent to, such a meeting the teacher shall have the opportunity to advise the Superintendent of any retraining support which he/she believes necessary to adequately prepare for the purposed transfer.
- E.24.5 Transfers initiated by the Board for the next school year shall be completed by June 5, unless the circumstances giving rise to the transfer are not known by that date.
- E.24.6 A teacher who is transferred during a school year and who must change assignments during a school year shall be entitled to 3 working days of leave with pay in order to prepare for the new assignment.
- E.24.7 When any teacher has been transferred pursuant to this Article the Board shall endeavour not to initiate a further transfer for a least two school years.
- E.24.8 At the time of initiation of a transfer by the Board, should there be a vacancy in the teacher's existing grade level or majority subject area, the teacher shall be transferred to the vacant assignment if the teacher so wishes.
- E.24.9 A teacher who has been transferred due to a projected decline in enrolment shall have the opportunity of returning to his/her original school in the event that the projected decline does not occur.
- E.24.10 If the teacher is dissatisfied with the transfer, he/she may seek to have the transfer reviewed by the Board provided that a request for review is made within five (5) days of receiving written notification of the transfer. If the teacher requests that the transfer be reviewed, the teacher shall be entitled to appear before the Board to advise the Board of the teacher's reasons for objecting to the transfer. At such a meeting, the teacher shall have the right to be accompanied by a representative of the Union.
- E.24.11 The Board shall advise the teacher of the outcome of the review with reasons in writing within 5 days.
- E.24.12 If a Board initiated transfer that involves a move from one village to another is implemented, reasonable moving costs shall be borne by the Board.

Teacher Initiated

- E.24.13 If a teacher requests a transfer to another assignment within the District, the request shall be submitted in writing to the Superintendent by March 31 and the teacher shall

be considered in filling any appropriate vacancy pursuant to Article E.23 (Posting and Filling).

ARTICLE E.25 ASSIGNMENT IN SCHOOL (PL)

- E.25.1 Wherever possible, teacher assignments shall reflect: the teacher's professional training and teaching experience and an equitable distribution of the workload, taking into consideration timetable constraints; and, shall not be used for disciplinary purposes.
- E.25.2 A staff meeting shall be held by June 1 for the purpose of discussing the proposed timetable and staff assignments for the next school year and considering the teaching positions required in the school.
- E.25.3 A teacher who is not satisfied with a proposed assignment in a school may, together with the staff representative at his/her option, meet with the AO concerned to discuss modification to the assignment.

ARTICLE E.26 EVALUATION OF TEACHERS (PL)

- E.26.1 A report shall be written on all teachers during their first year of employment in the district.
- E.26.2 A report shall be written on every teacher employed in the District at least once in every three years.
- E.26.3 A report shall be written upon a teacher's request and if a request is made prior to January 15 the report will be written before April 30 in that year or by such later date agreed to by the teacher and the evaluator.
- E.26.4 All formal reports on the work of a teacher shall be in writing and shall be completed by May 31 in the school year in which the evaluation commenced. No supplementary written report shall be added as an addendum to any written report.
- E.26.5
 - a. At least one (1) week prior to commencing the observations the evaluator shall meet with the teacher to discuss the purpose of the evaluation, the time span and scheduling of announced observations and the criteria to be applied.
 - b. The criteria applied will be as set out in Board Policy which shall not be amended without prior consultation with the Union. The AOs will circulate the Policy to each teacher.
- E.26.6 Each report will be based on a minimum of three (3) formal observations and in normal circumstances, not more than six (6) observations which reflect the teacher's

assignment. Periods chosen for observation will be in normal teaching times and no more than half (½) of the observations will be unannounced.

- E.26.7 The evaluation observation cycle leading to the report shall be based on the classroom visits referred to in Article E.26.6 and on the teacher's performance in the classroom and the school as discussed with the teacher by the evaluator. The teacher's general work in school outside the classroom shall not be the main basis for a less than satisfactory report. Involvement or non-involvement in extra curricular activities and/or participation in union activities shall be included only by mutual agreement of the evaluator and the teacher.
- E.26.8 Within two (2) teaching days following each observation, the evaluator and the teacher shall meet to discuss the evaluator's observations and impressions and provide the teacher with copies of any notes taken during these observations or a summary of notes. The evaluator shall give the teacher advice and assistance in overcoming any weakness observed.
- E.26.9 Reports shall be prepared by an AO, or Superintendent or authorized designates permitted to write reports under the *School Act* and Regulations. Such reports shall be prepared independently except as provided in the *School Act* and Regulations [Section 20 (3)].
- E.26.10 a. Reports shall reflect any difference between the teacher's assignment and the teacher's professional training and experience.
- b. No criteria shall be applied which relates to aspects of the learning situation over which the teacher does not have both responsibility and control.
- E.26.11 The teacher shall be given a draft copy of the report at least (3) teaching days prior to the preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator in the company of an NTU Representative if the teacher so requests, to address any factual errors perceived in the draft and to propose changes. The content of a report shall include an objective description of teaching performance on which the evaluator's judgment is based. The evaluator shall endeavour to complete the final report within fifteen days of any meeting under this paragraph.
- E.26.12 Any written report on a teacher which includes areas of criticism shall include constructive suggestions and advice for improvement in these areas.
- E.26.13 The report shall contain a statement that in the opinion of the evaluator, the learning situation (i.e., the teacher's performance) is satisfactory or less than satisfactory.
- E.26.14 The final report shall be filed in the teacher's personnel file at the School District Office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained by the author. If the Teacher Regulation Branch requests a report, the report shall be prepared according to this Article and a copy will be sent to the Branch pursuant to the *School Act* and Regulations.

E.26.15 Within fifteen (15) days after receipt of the report, the teacher shall have the right to submit to the evaluator a written commentary on the report which shall be attached to all copies of the report.

ARTICLE E.27 NO DISCRIMINATION (L)

E.27.1 The Board agrees that there shall be no discrimination exercised or practised with respect to any employee in the application and implementation of this Collective Agreement by reason of:

- a. age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sex, marital or parental status, sexual orientation, physical handicap; or,
- b. membership in and/or authorized activity by the NTU.

ARTICLE E.28 PERSONNEL FILES (L)

E.28.1 There shall be only one District personnel file for each teacher, maintained at the District Office. The file relating to a teacher kept at the school shall be destroyed within three (3) months of the teacher leaving that school upon the teacher's written request and such action shall be confirmed in writing to the teacher.

E.28.2 After receiving a request from a teacher, the Superintendent, or designate in respect of the personnel file, or the AOs of the school, in respect of any school file, by appointment at the earliest possible time, grant access to that teacher's file.

E.28.3 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 the teacher's choosing.

E.28.4 The Board agrees that no material that is non-factual or irrelevant to the employment of the teacher, shall be placed in personnel files.

E.28.5 Whenever material relevant to the performance record of a teacher is added to his/her personnel file the teacher shall receive a copy.

E.28.6 Materials to be added to a teacher's file shall be discussed with the teacher involved and the teacher shall have reasonable opportunity to verify the accuracy of the material before it is entered into the teacher's personnel file.

E.28.7 Where material critical of the teacher, or in the nature of a reprimand, is placed in either file referred to in Article E.28.1, the teacher may request to have the material removed two years after the filing, provided that no further material of that nature has been subsequently filed. The principal shall decide if material is to be removed from

the school file and the superintendent or designate shall decide if material is to be removed from the district file.

- E.28.8 District personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate administrative officials of the school district. The school file shall be in the custody of the principal and shall be accessible only to the AO, that teacher, and the staff representative upon the written request of the teacher.

For clarity:

1. Agreed - District personnel file = official file.
2. Agreed - Material or reprimand means of a minor nature.

ARTICLE E.29 SCHOOL ACT APPEALS (L)

- E.29.1 Where a student, parent or guardian files an appeal under Section 11 of the *School Act* and Board By-law, of a decision of a teacher:

- a. the teacher and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents in possession of the Board relating to the appeal;
- b. the teacher and a Union representative shall meet with the Superintendent or his designate to discuss the matter under appeal and if the teacher and the Superintendent consider it advisable, they shall meet with the appellant(s);
- c. the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal;
- d. the teacher shall be entitled to attend the hearing of the appeal, if any, where the appellant is present and shall have the right to representation by the Union.

- E.29.2 The Board may refuse to hear any appeal where the student, parent or guardian of the student has not first discussed the decision with the teacher(s) who made the decision and the AO concerned.

ARTICLE E.30 FALSELY ACCUSED EMPLOYEE ASSISTANCE (PL)

- E.30.1 When a teacher has been accused of child abuse or sexual misconduct during his employment by the Board, and

- a. an investigation by the Board, Ministry of Social Services and Housing and the RCMP have concluded that the accusation is false; or
- b. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false;

the Board will take reasonable steps to ensure the successful return of the teacher to teaching duties and steps leading to the return to duty will be decided by the Board after discussion amongst the Superintendent, teacher and the Union's representative.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 NON-INSTRUCTIONAL DAYS (PL)

F.20.1 The Board agrees that there will be five (5) non-instructional days available to each teacher during the school year for which the teacher will be paid on the same basis as if the teacher's school has been in session.

F.20.2 One (1) of the five (5) days will be dedicated by the Board for a staff orientation day (A.29) and another of the days will be dedicated by the Board as the District Annual Education Convention. The remaining three (3) days shall be devoted to professional development activities determined by the teachers at the school staff or the Professional Development Committee level pursuant to Article F.21 (Pro D) of this Agreement.

In case of cancellation, or postponement, of the Annual Education Convention, or its equal replacement (such as other School District/Community sponsored Education Symposiums), the planning of this allocated day will be done by the Superintendent and the Pro-D chairperson.

F.20.3 In addition to the above non-instructional days the Board will grant leave with pay to some affected teachers to attend Ministry sponsored new curriculum in-service conferences. The numbers of such teachers will be determined by the amount of monies made available by the Ministry.

Available information concerning the conference will be forwarded to the AOs and the Union President who will then forward their recommendations to the Superintendent as to who will attend the conference. The Superintendent or designate will make the final decision after consultation.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT (PL & L)

F.21.1 (PL) The NTU shall establish a professional development account for the purpose of promoting professional development of the teaching staff consistent with the Board's and the Professional Development Committee's goals and objectives. It shall be funded and administered as follows:

- a. the Board shall contribute each September: \$13,000.00
- b. the NTU shall contribute each September: \$1,500.00

F.21.2 (PL) The fund is to be deposited into an account opened and administered by the NTU Professional Development Chairperson in accordance with directives of the Professional Development Committee. The disbursement of monies from the fund shall

conform to generally accepted accounting principles. Financial status reports of the Pro-D account will be forwarded to the Board's Secretary Treasurer following each Pro-D Committee meeting. An annual financial statement, satisfactory to the Board's auditors, will be delivered to the Secretary Treasurer by June 30.

F.21.3 (L) The professional development committee shall be chaired by the Union's Professional Development Chairperson and shall comprise:

- a. the Union's Professional Development Chairperson;
- b. a school board representative;
- c. one teacher-elected representative from each school; and,
- d. the NTU president.

The parties shall notify each other in writing, by September 20, of their committee representatives.

F.21.4 (PL) The cost for Teachers Teaching on Call or non-certified substitutes for those teachers granted professional development leave of absence shall be borne by the Board and shall be in addition to the Board's contribution to the professional development fund.

F.21.5 (L) A needs assessment shall be the starting point of the professional development program. A meeting of the committee must occur before October 1 to begin this process. Goals and objectives shall be established through this process.

F.21.6 (L) Whenever possible, activities shall provide for presentation, discussion, demonstration or modelling, practice with feedback, and follow-up. Whenever possible, students, parents and community members shall be invited to participate.

F.21.7 (L) Application to leave to attend Pro-D activities are to be submitted to the Pro-D Chairperson to the Superintendent for Board approval two (2) weeks prior to the activity, whenever possible. Such approval shall not be unreasonably withheld.

ARTICLE F.22 CURRICULUM CHANGE/IMPLEMENTATION (PL)

When new curriculum is being introduced in the District at the request of the Ministry of Education or on the initiative of the Board, the Superintendent or his designate will consult with representatives of the teachers who may be affected by the new curriculum to review materials and plan for in-service if necessary.

ARTICLE F.23 SCHOOL ACCREDITATION (PL)

F.23.1 The Board and the Union agree that the Ministry guidelines constitute the school accreditation process which shall occur in all schools in the district.

- F.23.2 The purpose of school accreditation is to provide school staffs with an opportunity to develop, in co-operation with their local communities, the best possible school climate and programs.
- F.23.3 The school steering committee, which includes the AO, shall determine the appropriate survey instruments to use in the accreditation process.
- F.23.4 Adequate resources shall be identified and committed to the school accreditation process including:
- a. release time for School Accreditation Committee Chairperson and for other staff agreed to by the Chairperson and the AO.
 - b. additional secretarial assistance if necessary and as agreed between the Chairperson and the AO.
- F.23.5 The accreditation process will be in accordance with the Ministry guidelines.
- F.23.6 Publication of the accreditation findings shall be determined by the Board, the Superintendent and the School Steering Committee.

ARTICLE F.24 PROFESSIONAL AUTONOMY (PL)

- F.24.1 Teachers shall, within the bounds of the prescribed curriculum, and consistent with accepted and effective educational practice, have individual autonomy in determining the methods of instruction, and the planning, presentation and evaluation of course materials in classes of pupils to which they are assigned.
- F.24.2 The Board and the Union agree that, consistent with the purposes of the teacher evaluation process, an evaluator has the right in carrying out his/her evaluation duties to recommend teaching practices different from those being used by the teacher.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

[See also Article G.27 for general sick leave use and accrual.]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

G.2.3 Compassionate care leave supplemental employment insurance benefits:

When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:

- a. one hundred percent (100%) of the employee's current salary for the first two (2) weeks of the leave,
- b. for an additional six (6) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
- c. current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.

G.2.4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.

G.2.5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.

G.2.6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.

G.2.7. Seniority shall continue to accrue during the period of the compassionate care leave.

G.2.8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

(Note: The definition of "family member" in Article G.2.1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)

[See also Article G.33 for short term compassionate leave.]

ARTICLE G.3 FAMILY RESPONSIBILITY LEAVE

The employer will grant family responsibility pursuant to the *BC Employment Standards Act* Part 6-52:

52 An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

Note: In the event that there are changes to the Employment Standards Act with respect to Family Responsibility Leave, the legislated change provision (A.9) will apply to make the necessary amendments to this provision.

ARTICLE G.4 BEREAVEMENT LEAVE

[This Article contains various paid and unpaid leave provisions. Please read the article in its entirety to understand the full leave entitlements provided herein.]

G.4.1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee's immediate family. **[See also Article G.4.5.]**

For the purposes of this article "immediate family" means:

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
- b. Any person who lives with an employee as a member of the employee's family.

G.4.2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.

G.4.3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause "family member" means:

- a. in relation to an employee:
 - i. a member of an employee's immediate family;

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

G.4.4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

Local Provisions:

G.4.5. Upon request, the Board shall grant five (5) days leave of absence without loss of pay to attend the funeral of an aunt or uncle.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

G.5.1. a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year.

- b. The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.

G.5.2. The leave will be in addition to any paid discretionary leave provided in local provisions.

G.5.3. The combination of this provision with any other same provision shall not exceed three (3) days.

Implementation:

1. *Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement. The combination of this provision with any other same or superior provision shall not exceed three (3) days.*
2. *The provisions of this article establish a minimum level of entitlement for unpaid discretionary leaves for all employees. Where the minimum level of entitlement has already been met through any previous provisions relating to discretionary leaves, an employee shall receive no additional entitlement.*

3. *The parties will develop a schedule of districts where collective agreement articles do not already provide the same or a similar entitlement through previous articles and to which this new article shall apply.*

Note: See also Article G.28 Discretionary Leave.

ARTICLE G.6 LEAVE FOR UNION BUSINESS

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and G.6.2 through G.6.10 do not apply in S.D. No. 92 (Nisga'a). See Article G.20, G.21 and G.22.]

- G.6.1. b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

- G.7.1. Where a TTOC is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the collective agreement.
- G.7.2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
- G.7.3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.
- G.7.4. Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

Note: The parties will develop a schedule of articles that are replaced by this article.

ARTICLE G.8 TEACHERS TEACHING ON CALL – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

Time spent conducting union business on a local or provincial negotiating team will be recognized for the purpose of seniority and experience recognition.

ARTICLE G.20 PRESIDENT'S RELEASE TIME (PL)

- G.20.1 The Board hereby agrees to release the President of the Union from teaching duties.

- G.20.2 For the purposes of pension, experience, seniority and sick leave, the President shall be deemed to be in full employ of the Board.

- G.20.3 The Board will continue to pay the President his/her salary and to provide benefits as specified in the Agreement. The Union will reimburse the Board for such salary and benefits upon receipt of a monthly statement.

- G.20.4 In the event the President is unable to fulfil the Presidential duties due to a disability lasting more than fifteen (15) days, the Board shall permit another Union member to assume the duties of the President for the duration of the illness or disability. Provisions of Article G.20.1 through G.20.4 shall also apply.

- G.20.5 The teacher returning to full teaching duties from a term as President shall be assigned to the position held prior to the release providing he/she returns to the position within 36 months from the release or if after three (3) years to another position which is suitable to the teacher's qualifications and experience. A one (1) year leave will be granted each year to the president elect and the president will be replaced by a temporary contract teacher until the fourth consecutive term when the president may be replaced by a continuing contract teacher. Notwithstanding Article C.23 Temporary Teachers the temporary contract to replace the president may be renewed for a maximum of three years.

ARTICLE G.21 LEAVE FOR NTU AND BCTF BUSINESS (PL)

- G.21.1 A total of 35 days leave shall be granted to the NTU executive for BCTF or local Union business. Such leave shall be granted without loss of pay subject to the Board being reimbursed by the NTU for the cost of the Teacher(s) on Call. The NTU shall normally notify the Superintendent five (5) teaching days before any member of the executive takes such leave. This leave is exclusive of leave for processing grievances.

- G.21.2 Normally under this article no more than one (1) teacher shall be absent from each of the down river elementary schools and no more than two (2) teachers shall be absent at any one time for NESS elementary or secondary school.

ARTICLE G.22 LEAVE FOR NEGOTIATIONS (PL)

G.22.1 Contract negotiation meetings between the parties will take place during instructional and non-instructional hours. Should negotiations occur during instructional hours leave shall be granted for up to three (3) teacher members of the bargaining committee or two (2) members and the President. Such leave will be with pay subject to the Board being reimbursed by the NTU for one half of the costs of the substitute teachers except for the President whose release time reimbursement costs are provided for in Article G.20 hereof.

G.22.2 Under this Article no more than one (1) teacher shall be absent from each of the down river elementary schools.

ARTICLE G.23 PARENTHOOD LEAVE (L)

Both male and female teachers shall be eligible for up to two school years parenthood leave without pay. Leave shall not be granted concurrently to both parents.

- a. Short term parenthood leave will be less than one (1) school year and the intended return date will be specified in the application for this leave.
- b. Long term parenthood leave will be for up to two (2) school years. The teacher must return at the commencement of a school year and must give written notice of his/her intention to return no later than March 31 in the previous school year.

ARTICLE G.24 PATERNITY LEAVE (PL)

The Superintendent shall grant three (3) days leave of absence with pay to a teacher, so that he may attend at the birth of his child.

ARTICLE G.25 ADOPTION LEAVE (PL)

The Superintendent shall grant three (3) days leave of absence with pay to a teacher, so that he/she may attend to adoption procedures and to collect the child.

ARTICLE G.26 MATERNITY LEAVE (PL & L)

G.26.1 Short-Term Maternity Leave

- a. A pregnant teacher shall be granted upon request, a leave of absence:
 - i. as provided for in Part 6 of the *Employment Standards Act* (1996), or

- ii. for a stated period of time equal or longer than the period stated in Article G.26.1.a.i above, so that the return to duty will coincide with the commencement of the following term.
- b. A teacher requesting maternity leave shall forward medical proof of pregnancy to the Superintendent or designate with no less than one month's notice prior to the commencement of the leave.
- c. In the case of incomplete pregnancy, death of a child or other special situations, a written application to the Superintendent accompanied by a medical clearance certificate, to return to duty earlier than provided in the leave may be submitted by the teacher to the Superintendent, in which case the teacher shall be given the first available suitable placement by the Superintendent.
- d. A teacher returning from short-term maternity leave within a school year shall be reassigned to the same position if reasonably possible or a similar position held prior to the leave. If she is reassigned to a similar position, she will be entitled to return in the next school year to her original position.

G.26.2 **Long-Term Maternity Leave**

Maternity leave may be extended without pay beyond the 17 weeks legal limit up to a maximum of two (2) years. A teacher returning from extended leave in excess of a school year shall give the Superintendent six (6) months prior written notice to return on September 1 or January 1 and shall be assigned to a reasonably comparable position within the District.

G.26.3 **Supplemental Employment Benefits (SEB) Plan**

- a. The Board and the Union will enter into a Supplemental Employment Benefits (SEB) plan.
- b. Benefits under this Plan shall not be payable until the SEB Plan is registered in Canada Employment and Immigration (*EI*).
- c. Benefits under the SEB Plan shall only be payable to persons who have applied for *EI* maternity benefits.
- d. Benefits payable under the SEB Plan shall be:
 - i. where the teacher is eligible to receive *EI* maternity benefits, 95% of the teacher's current salary for the first two (2) weeks of the leave; and,
 - ii. the difference between 95% of the teacher's current salary and the amount of *EI* maternity benefits received by the teacher for a further period of 15 weeks.

- e. Benefits under the SEB Plan shall only be payable during the school year set out in Article D.23 (Regular School Year).

G.26.4 When a pregnant teacher takes maternity leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay her salary in accordance with the maternity leave provisions in Article G.26. The Board shall continue to pay its share of premiums for Medical, Dental and Extended Health Benefits during the statutory maternity period of seventeen weeks and thereafter such benefits may be continued providing the teacher pays the total monthly premiums in advance.

ARTICLE G.27 SICK LEAVE (PL)

G.27.1 Definition

Sick Leave means the period of time a teacher is permitted to be absent from work with full pay by virtue of being sick or quarantined or disabled, or under medical treatment, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

G.27.2 Accumulation

- a. Teachers shall be entitled to accumulate a maximum of fifteen (15) sick days each year calculated at the rate of one and one-half (1 ½) days per month.
- b. Fifteen (15) days of sick leave shall be advanced to each teacher at the beginning of each school year in September. This advance shall be pro-rated for temporary teachers appointed for less than the full school year.
- c. Teachers commencing employment with the Board during the year shall have advanced to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
- d. Sick leave may be accumulated for only those months in which a teacher actually works.
- e. If a teacher leaves the employ of the Board and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit of the balance of all sick leave remaining to the credit of the teacher at the time of resignation.
- f. The Board will furnish to each teacher by October 30 each year a statement showing the amount of his/her earned and accumulated unused sick leave.
- g. Sick leave unused in any school year shall accumulate to the benefit of the teacher's record of sick leave.
- h. In the event a teacher leaves the employ of the Board prior to the conclusion of the school year, sick leave will be reconciled and any necessary adjustments deducted from the final pay cheque.

G.27.3 Usage

- a. The number of working days for which a teacher may be allowed sick leave with full pay in any one (1) school year shall not exceed one hundred twenty (120) days.
- b. A medical certificate may be required by the Superintendent as proof of the teacher's inability to work due to illness. Such requests will be made, where possible, when the teacher reports sick, during his/her period of illness, or on the first (1st) day back.
- c. Teachers shall be required to sign a statement in accordance with the Board procedure, indicating the reason for the absence, in order to obtain rights to sick leave benefits.

G.27.4 Benefit Plan (MSP, GROUP LIFE, EHB AND DENTAL) shall continue with cost sharing as provided for in Article B.11 Benefits.

[See also Article G.1 Portability of Sick Leave.]

ARTICLE G.28 DISCRETIONARY LEAVE (PL)

G.28.1 Teachers in the district shall be entitled to one (1) day personal leave with pay. This leave shall be arranged with the AOs and must not be taken in conjunction with Christmas, Spring Break and Summer vacations, and will be subject to the availability of a substitute. Such leave will not be cumulative.

G.28.2 Any teacher who has accumulated leave days up to June 30, 1990 under 77.02 of the Collective Agreement in force July 1, 1988 to June 30, 1990 shall be entitled to retain those days and utilize them in accordance with the provisions of Article 77.02 of our previous collective agreement.

For each fifteen (15) days of sick leave accumulated in this district a teacher shall be entitled to use one (1) day of sick leave for personal business to a maximum of four (4) days (i.e. one (1) day leave at fifteen (15), one (1) day leave at thirty (30), one (1) day leave at sixty (60). The four (4) days may be banked and used either singly or consecutively. Such leave shall be as arranged with the AO and be chargeable to accumulated sick leave (G.27.2).

[Note: See also Article G.5 Unpaid Discretionary Leave.]

ARTICLE G.29 LEAVE FOR ELECTED OFFICE (PL)

G.29.1 Should a teacher be elected as a member of Parliament or member of the Legislative Assembly, they shall be granted an unpaid leave of absence for the first term of office.

G.29.2 The return from such leave of absence shall be at the start of the school year in September following proper notice of intention to return filed with the Superintendent prior to May 31 of the year of return.

ARTICLE G.30 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS (PL)

The Board shall grant leave of absence to a teacher who serves as a juror or as a subpoenaed court witness other than on his/her own behalf. The Board shall pay such a teacher the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The teacher will present proof of service and the amount of pay received.

ARTICLE G.31 GENERAL LEAVE (PL)

The Board or its designate may approve leave of absence with or without pay, for a teacher requesting such leave for good and sufficient cause. The Superintendent may grant such a leave in appropriate circumstances pending the consideration of the Board. In such circumstances, the leave shall be granted without pay, pending the decision of the Board.

- a. Short term general leave will be less than one (1) school year and the intended return date will be specified in the application for this leave. The superintendent or designate may approve up to five (5) days of general leave with or without pay without Board approval.
- b. Long term general leave will be for one (1) year and the request must be received no later than March 31 of the year prior to commencement of the leave. The teacher must return at the commencement of a school year and must give written notice of his/her intention to return no later than March 31 in the previous school year.

ARTICLE G.32 EMERGENCY LEAVE FOR CHILD AND FAMILY MEMBER ILLNESS (PL)

In the case of illness of a spouse, parent or child of a teacher, where there is no one else in the home capable of providing care, the teacher shall be entitled, after notifying their supervisor, to use sick leave for the purpose of spouse, parent or child care. The Board may request a medical practitioner's certificate as proof of the spouse, parent or child's illness.

ARTICLE G.33 EDUCATIONAL LEAVE (PL)

G.33.1 The Board may grant educational leave, on application, to a teacher for the purpose of furthering excellence of instruction in the school district subject to the following conditions:

- a. the leave given will normally be for one full teaching year;
- b. an application for leave must be submitted to the Board no later than March 31 of the year prior to commencement of the leave;
- c. the teacher must return at the commencement of a school year and must give written notice of his/her intention to return no later than March 31 in the previous school year;
- d. the leave would normally be for completion of fifteen units of university credits (UBC equivalent) taken during a winter session.

G.33.2 Any of the following general activities may be considered to fulfil such purposes:

- a. formal academic training regardless of whether it leads to higher certification;
- b. studies or programs designed to bring new techniques or educational strategies to the school district;
- c. to assist established teachers to refresh and advance their knowledge of methods, subject matter or general background for teaching.

ARTICLE G.34 PERSONAL LEAVE (PL)

Any teacher who has worked an aggregate of a minimum of five (5) years in the District is entitled, upon application to the Superintendent, to one year's leave of absence commencing September to June 30 the following year without pay. The teacher concerned must apply for this leave by May 31 of the year in which the leave is requested. The teacher will be eligible for this leave again after a further five (5) years of service. The teacher must give written notice of his or her intention to return to the District at the commencement of the following school year not later than March 31 in the year which the teacher is on leave of absence.

ARTICLE G.35 CULTURAL LEAVE (L)

A teacher may be granted leave without pay by a designate of the Board for the following:

- G.35.1 A teacher who has been appointed to be the T'il-luulak' by the grieving family, may be granted leave up to five (5) days.
- G.35.2 A teacher who has to attend to Wo'om pdeekhl with her husband to Ts'ihln'iinak'amskw may be granted one half (1/2) day to fulfill her responsibilities.
- G.35.3 A teacher who is required to attend the Nisga'a Lisims Special assembly as a representative of his or her village or the Union or, as an observer may be granted a leave of absence provided the application is made to the Board at least one week

in advance. A maximum of two (2) teachers from the district shall be granted this leave at the same time. If more than two (2) teachers request this leave simultaneously then the Union shall determine the two (2) teachers that will be granted this leave.

- G.35.4 A teacher wishing to attend events for Hoobiyee may be granted a maximum of two (2) days and a teacher wishing to attend Aboriginal Day may be granted a maximum of one (1) day. A maximum of two (2) teachers from the district shall be granted either one of these leaves at the same time. If more than two teachers request either one of these leaves simultaneously then the Union shall determine the two (2) teachers that will be granted this leave.

SIGNATURES

Signed at _____, British Columbia, this _____ day of _____, 2017.

Orest Wakaruk, Secretary-Treasurer
School District No. 92 (Nisga'a)

Richard Hotson, President
Nisga'a Teachers' Union

Leanne Bowes, Senior Labour Relations Specialist
British Columbia Public School Employers'
Association

Glen Hansman, President
British Columbia Teachers' Federation

LOCAL LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING

SCHOOL DISTRICT NO.92 (NISGA'A)

AND

NISGA'A TEACHERS' UNION

It is understood and agreed that Nisga'a Language Assistants are assisting the District Nisga'a Language and Culture Centre to carry out its directions. The responsibilities and duties of Nisga'a Language Assistants are under the supervision of the coordinator of the District Nisga'a Language and Culture Centre and under the supervision of the Administrative Officer in each school.

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

1. Pursuant to the Public Education Labour Relations Act (PELRA), the provincial and the local parties agree to the designation of provincial and local matters as follows:
 - a. Those matters contained within Appendix 1 shall be designated as provincial matters.
 - b. Those matters contained within Appendix 2 shall be designated as local matters.
2. Provincial parties' roles will be pursuant to PELRA.
3. Referral of impasse items to the provincial table will be pursuant to PELRA
4. Timing and conclusion of local matters negotiations:
 - a. Local negotiations will conclude at a time determined by mutual agreement of the provincial parties.
 - b. Outstanding local matters may not be referred to the provincial table subsequent to the exchange of proposals by the provincial parties at the provincial table.
 - c. Where no agreement is reached, local negotiations will conclude at the time a new Provincial Collective Agreement is ratified.
5. Local and provincial ratification processes:
 - a. Agreements on local matters shall be ratified by the local parties subject to verification by the provincial parties that the matters in question are local matters (Appendix 2).
 - b. Agreements on provincial matters shall be ratified by the provincial parties.
6. Effective date of local matters items:
 - a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

<p style="text-align: center;">Appendix 1 PROVINCIAL MATTERS</p>
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Appendix 1 – Provincial Matters

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 - 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
 - 1.82 *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-Severance Pay
 - 1.100 *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. Non-traditional Worksites
 - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*
- 13. Correspondence Courses
 - 1.33 *Correspondence School*
- 14. Technological Change
 - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*
- 15. Hearing and Medical Checks
 - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests – Hearing*

Section E — Personnel Practices

- 1. Definitions
 - 1.36 *Definition of Teachers, Itinerant Teachers*
- 2. NOTE: Re: Selection of Administrative Officers, See Addendum B.
- 3. Non-sexist Environment
 - 3.16 *Non Sexist Environment*
- 4. Sexual Harassment
 - 3.15 *Harassment - Sexual; Personal Harassment*
- 5. Harassment
 - 3.14 *Harassment of Teachers*
- 6. Falsely Accused Employee Assistance
 - 2.4 *Falsely Accused Employee*
- 7. Violence Prevention in Schools

- 3.47 *Acts of Violence Against Teachers*
- 8. Criminal Record Checks
 - 1.111 *Criminal record checks*
- 9. 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*

March 5, 2013 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Due Process Right to Representation
12. Right to Representation
 - 3.52 *Chief Delegates, Union Staff Representatives, Representation, Due Process Right to Representation*

1.37 *Suspension, Dismissal and Discipline*

13. Staff Orientation
1.72 *Orientation, Teacher, Employee*

14. Copy of Agreement
1.26 *Copy of Collective Agreement*

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 C — Employment Rights

1. Layoff-Recall
1.100 *Layoff, Termination, Re-Engagement*
2. 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*

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*
9. Space and Facilities
 - 1.110 *space and facilities*
10. Services to Teachers
 - 1.107 *School Services to Teachers, Like Translation*
11. Inner City Schools
 - 2.9 *Use of Inner City School Funds*

Section E — Personnel Practices

1. 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*
2. 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. Offer of Appointment to the District
 - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
4. Positions and Assignments - referenced to Definition
5. Personnel Files
 - 4.20 *Personnel Files*
6. School Act Appeals
 - 4.25 *Appeal by Students/Parents Under School Act*
7. Board Policy
 - 4.4 *Board Policy - Commercialism in Schools; Input into Board Policy*
8. No Discrimination
 - 4.35 *Discrimination*
9. Race Relations

- 4.33 *Multiculturalism; Race Relations*
- 10. Gender Equity
 - 4.36 *Gender Equity*
- 10.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.
- 11. Parental Complaints
 - 3.39 *Complaints - Public*

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

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

**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”

LETTER OF UNDERSTANDING No. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

For the purposes of this collective agreement, the term Teacher Teaching on Call (TTOC) has the same meaning as Teacher on Call/Employee on Call (TOC/EOC) as found in the 2006-2011 Collective Agreement/Working Documents and is not intended to create any enhanced benefits.

The parties will set up a housekeeping committee to identify the terms in the collective agreement/working documents that will be replaced by Teacher Teaching on Call (TTOC).

Signed this 25th day of June, 2012

Original signed by:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3. a

BETWEEN:

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

AND

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

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

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

Not Applicable in School District No. 92 (Nisga'a).

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Not Applicable in School District No. 92 (Nisga'a).

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 29th day of Sept, 2011

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

The BC Teachers' Federation and the BC Public School Employer's Association agree to support the recruitment and retention of a qualified teaching force in British Columbia.

Remote Recruitment & Retention Allowance:

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of \$2,300 upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to her/his full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of \$2,300 as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to her/his full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

Signed this 13th day of June, 2012

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

Schedule A to Provincial Letter of Understanding No. 5 Re: Teacher Supply and Demand Initiatives

Schedule A - List of Approved School Districts or Schools

School Name	Town/Community
05 - Southeast Kootenay (only part of district approved)	
Jaffray Elementary	Jaffray
Grasmere	Grasmere
Elkford Secondary School	Elkford
Rocky Mountain Elem School	Elkford
District Learning Centre - Elkford	Elkford
Sparwood SS	Sparwood
Frank J Mitchell	Sparwood
Mountain View Elementary	
Fernie Sec School	Fernie
Isabella Dickens	Fernie
District Learning Centre - Fernie	Fernie
District Learning Centre - Sparwood	Sparwood
06 - Rocky Mountain (entire district approved)	
08 - Kootenay Lake (entire district approved)	
10- Arrow Lake (entire district approved)	
20 - Kootenay Columbia (entire district approved)	
27 - Cariboo Chilcotin (only part of district approved)	
Anahim Lake	Anahim Lake
Tatla Lake Elem and Jr Sec	Tatta Lake
Forest Grove Elementary	
Alexis Creek	Alexis Creek
Likely Elem	Likely
Naghatanqued Elem	Nemiah
Dog Creek Elem Jr Sec	Dog Creek
Big Lake Elem	Big Lake
Bridge Lake Elem	Bridge Lake
Horsefly Elem	Horsefly
Buffalo Creek Elem	Buffalo Creek
28 - Quesnel (only part of district approved)	
Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko
Wells Elem	Wells

Kersley Elem	Kersley
Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake

47 - Powell River (only part of district approved)

Texada Elem	Texada Island
Kelly Creek Elem	

49 - Central Coast (Entire District)

50 - Haida Gwaii/Queen Charlotte (Entire District)

51 - Boundary (only part of district approved)

Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek

52 - Prince Rupert (Entire District)

54 - Bulkley Valley (entire district approved)

57 - Prince George (only part of district approved)

Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride
Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount

59 - Peace River South (Entire District)

60 - Peace River North (Entire District)

64 - Gulf Islands (only part of district approved)

Saturna Elementary	Saturna
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69 - Qualicum (only part of district approved)

approved)

False Bay School	Lasqueti
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70 - Alberni (only part of district approved)

Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet

72 - Campbell River (only part of district approved)

Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island

73 - Kamloops/Thompson (only part of district approved)

Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek

74 - Gold Trail (only part of district approved)

Gold Bridge Community	Gold Bridge/ Bralorne
Sk'il' Mountain Community	Seton Portage/South Shalalth/Shalalth
Lytton Elementary	
Kumsheen Secondary	
Venables Valley Community	Venables Valley
	Lillooet/Pavilion/ Fountain/Band
Cayoosh Elementary	Communities
	Lillooet/ Pavilion / Fountain/Band
George M. Murray Elementary	communities
	Lillooet / Pavilion / Fountain/Band
Lillooet Secondary	communities

81 - Fort Nelson (Entire District)

82 - Coast Mountain (Entire District)

84 - Vancouver Island West (entire district approved)

85 - Vancouver Island North (Entire District)

87 - Stikine (Entire District)

91 - Nechako Lakes (Entire District)

92 - Nisga'a (Entire District)

93 - Conseil Scolaire Francophone (only part of district approved)

Ecole Jack Cook	Terrace
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LETTER OF UNDERSTANDING No. 6

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

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

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

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

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

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

Signed this 29th day of Sept, 2011

Original signed by:

Renzo Del Negro
For BCPSEA

Tara Ehrcke
For BCTF

LETTER OF UNDERSTANDING No. 7

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 she also obtains a part-time assignment in district B. On June 30, 2008, the employee resigns from

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

Example 2

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

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

Signed this 29th day of Sept, 2011

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 8

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

Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List

The following letter of understanding is meant to clarify the application of Article C.2.2 of the provincial collective agreement with respect to the situation where a laid off teacher on recall in district A obtains a continuing appointment in district B, i.e., while holding recall rights in one (1) district obtains a continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 shall apply:

1. Laid off teacher holding recall rights in one school district may port up to ten (10) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in his/her previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.
6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.
7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

A Teacher has 3 years of seniority in district “A” has been laid off with recall rights. While still holding recall rights in district “A”, the teacher secures a continuing appointment in district “B”. Once ported, this teacher would have 3 years seniority in district “B”, 3 years of seniority in district “A” for recall purposes only and 0 years of seniority in district “A” for any other purposes. This teacher after working 1 year in district “B” accepts recall to a continuing appointment in district “A”. Only 3 years of seniority would be ported back to district “A” and for record keeping purposes, the teacher’s seniority record in district “B” would be reduced from 4 years down to 1 year.

Example 2

A Teacher has 3 years of seniority in district ‘A” has been laid off with recall rights. While still holding recall rights in district “A”, the teacher secures a continuing appointment in district “B”. Once ported, this teacher would have 3 years seniority in district “B”, 3 years of seniority in district “A” for recall purposes only and 0 years of seniority in district “A” for any other purposes. After working 2 years in school district “B” this teacher’s recall rights in school district “A” are lost. No further seniority can be ported from district “A” to district “B” and for record keeping purposes, the teacher’s seniority record in district “A” would be zero for all purposes.

Original signed by:

Brian Chutter
For BCPSEA

April 6, 2011
Date

Jim Iker
For BCTF

April 6, 2011
Date

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

1. The Provincial Extended Health Benefit Plan as provided for under Article B.11.1 is as set out in Appendix A to this Letter of Understanding.
2. The Provincial Extended Health Benefit Plan may only be amended or altered by agreement of BCPSEA and the BCTF.
3. The carrier/insurer for the Provincial Extended Health Benefit Plan may only be changed with prior consultation between BCPSEA and the BCTF.

The consultation process will be consistent with the 2012 process. In the event of a dispute in the selection/change of the carrier/insurer, the matter shall be referred to Mark Brown, or an agreed-upon alternative, to be dealt with on an expedited basis.

This provision covers any district or local that is part of the Provincial Extended Health Benefit Plan.

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:

- a. Vancouver Teachers' Federation [VSTA, VESTA]¹ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
 - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.g may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

¹ The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.

Appendix A to Letter of Understanding No. 9

Benefit Provision	Provincial Extended Health Benefit Plan			
Reimbursement	80% until \$1,000 paid per person, then 100%			
Annual Deductible	\$50 per policy			
Lifetime Maximum	Unlimited			
Coverage Termination	Age 70 or upon earlier retirement. As of January 1, 2016: June 30 th following an employee attaining age 75, or upon earlier retirement.			
Prescription Drugs				
Drug Formulary	Blue Rx			
Pay-Direct Drug Card	Yes			
Per Prescription Deductible	\$0			
Sexual Dysfunction	Covered			
Oral Contraceptives	Covered			
Fertility	\$20,000 Lifetime Maximum (starting August 1, 2014)			
Medical Services and Supplies				
Medi-Assist	Included			
Out-of-province emergency medical	Covered			
Ambulance	Covered			
Hospital	Private/Semi-Private			
Private Duty Nursing (including In-home)	\$20,000 per year			
Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by Pacific Blue Cross)	Covered			
	July 1, 2013 - July 31, 2014	August 1, 2014 – June 31, 2017	July 1, 2017 – June 30, 2018	July 1, 2018
Hearing aids	\$1,000 per 60 months	\$2,000 per 48 months	\$2,700 per 48 months	\$3,500 per 48 months

Medical Services and Supplies continued				
	July 1, 2013 - July 31, 2014	August 1, 2014 – June 31, 2017	July 1, 2017 – June 30, 2018	July 1, 2018
Orthopedic shoes	\$400 per year	\$400 per year	\$400 per year	\$500 per year
Orthotics	\$200 per year	\$400 per year	\$500 per year	\$500 per year
Vision Care				
	July 1, 2013 - July 31, 2014	August 1, 2014 – June 31, 2017	July 1, 2017 – June 30, 2018	July 1, 2018
Maximum	\$200 per 24 months	\$400 per 24 months	\$500 per 24 months	\$550 per 24 months
Eye exams per 24 months	Included in Vision Maximum	1 per 24 months*	1 per 24 months*	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum	Included in Vision Maximum	Included in Vision Maximum	Included in Vision Maximum
Paramedical Services				
	July 1, 2013 - July 31, 2014	August 1, 2014 – June 31, 2017	July 1, 2017 – June 30, 2018	July 1, 2018
Naturopath	\$500 per year	\$800 per year	\$800 per year	\$900 per year
Chiropractor	\$500 per year	\$800 per year	\$800 per year	\$900 per year
Massage therapist	\$500 per year	\$800 per year	\$900 per year	\$900 per year
Physiotherapist	\$500 per year	\$800 per year	\$850 per year	\$900 per year
Psychologist	\$500 per year	\$700 per year	\$800 per year	\$900 per year
Speech therapist	\$500 per year	\$700 per year	\$700 per year	\$800 per year
Acupuncturist	\$500 per year	\$700 per year	\$800 per year	\$900 per year
Podiatrist/ Chiropodist	\$500 per year	\$700 per year	\$700 per year	\$800 per year

* Eye exams are subject to Pacific Blue Cross *Reasonable and Customary* limits.

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Committee to discuss teacher compensation issues

The parties agree to form a committee to meet by October 1, 2016 to discuss issues related to compensation such as:

- Public and private sector compensation comparisons in BC;
- Teacher compensation comparisons across Canada;
- Labour markets for teachers in BC and across Canada;
- Compensation relationships of other public sector positions in BC with other Canadian jurisdictions;
- Teacher grid harmonization.

The committee shall consist of up to four (4) representatives appointed by each of the parties, unless mutually agreed otherwise.

Signed this 17th day of September, 2014.

Original signed by:

Peter Cameron
For BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 11

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: TTOC call-out and hiring practices

The parties agree to form a committee to meet by January 30, 2015 to discuss issues of seniority call-out, fair hiring practices, and comparable practices in health and other sectors. The committee may consider pilot projects and other options.

The committee shall consist of up to four (4) representatives appointed by each of the parties, unless mutually agreed otherwise.

Signed this 17th day of September, 2014.

Original signed by:

Peter Cameron
For BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Secondary teachers' preparation time

The parties agree to establish a committee by January 30, 2015 to discuss the issue of preparation time for secondary school teachers including weekly preparation time.

The committee shall consist of up to four (4) representatives appointed by each of the parties, unless mutually agreed otherwise.

Signed this 17th day of September, 2014.

Original signed by:

Peter Cameron
For BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 13

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Adult Educators' preparation time

The parties agree to establish a committee by January 30, 2015 to discuss the issue of preparation time for adult educators.

The committee shall consist of up to four (4) representatives appointed by each of the parties, unless mutually agreed otherwise.

Signed this 17th day of September, 2014.

Original signed by:

Peter Cameron
For BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 14

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Economic Stability Dividend

Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (i) February Budget – Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
 - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

Signed this 17th day of September, 2014.

Original signed by:

Peter Cameron
For BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 15

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.51 (BOUNDARY)

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White Elementary School

Not applicable in SD No. 92 (Nisga'a).

LETTER OF UNDERSTANDING NO. 16(a)

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Article C.4 TTOC Employment – Melding Exercise

For the purpose of melding the new provincial language C.4 with that of the previous local agreement language surrounding the issue of TTOC experience and increments, the parties agree that the following principles will be applied when melding the language:

1. Article C.4 replaces any previous local agreement language regarding TTOC experience being earned in their present district for the purpose of increment advances in each district.
2. All other previous local agreement language related to TTOC experience, including initial placement is not covered by Article C.4 and as a result will remain and have application.

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Dated

LETTER OF UNDERSTANDING NO. 16(b)

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Article C.4 TTOC Employment – Transitional Issues

Prior to Article C.4 coming into effect on September 19, 2014 there were three (3) possible situations in previous local collective agreements with respect to recognizing TTOC experience towards increments:

1. There was no applicable language in the previous local collective agreement, i.e., TTOC experience was not recognized nor had any effect towards an increment.
2. The previous local collective agreement language recorded but only recognized TTOC experienced once a continuing appointment was obtained in the same district.
3. The previous local collective agreement recognized TTOC experience earned in the district for increment purposes.

The purpose of this letter of understanding is to address these three (3) situations when transitioning from the previous local collective agreement language concerning TTOC experience that would have previously applied prior to Article C.4 coming into effect on September 19, 2014.

1. No Applicable TTOC Experience Language

As there was no previous recognition of TTOC experience for increment purposes under the previous local collective agreement, there are no transitional issues.

2. TTOC experience recognized when continuing appointment is obtained

There are some districts that have previous local collective agreement language which only recognizes TTOC experience earned in the district once the employee obtains a continuing appointment.

As a result, there will be some employees who have worked as a TTOC, but had not obtained a continuing appointment in that district prior to Article C.4 coming into effect (September 19, 2014).

For these districts/locals with this specific previous local agreement language, the parties have agreed to the following transitional process:

1. Record for each employee their TTOC experience amount under their previous local agreement as of September 18, 2014.
2. Effective September 19, 2014, Article C.4 would apply for TTOC experience accrued from that date onward.
3. If in the future, the employee attains a continuing appointment in this same district, the recorded amount of TTOC experience in clause 1 above would then be applied to the previous local collective agreements increment language for continuing employees as it would have previously occurred prior to Article C.4 coming into existence.

For example:

- Recorded amount for John Smith is 240 day of TTOC experience on September 18, 2014.
- John Smith obtains a continuing appointment on September 2, 2015.
- On September 2, 2015, 240 days of TTOC experience would then be applied to the previous local collective agreements increment language for continuing employees as it would have previously occurred prior to Article C.4 coming into existence.

3. Prior to Article C.4 coming into Effect the Previous Local Collective Agreement Recognized TTOC Experience Earned

In this situation, on September 19, 2014, any days of TTOC experience remaining on September 18, 2014 under the previous local collective agreement language would be transferred to the TTOC experience provision of Article C.4 which took effect on September 19, 2014.

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Dated

LETTER OF UNDERSTANDING NO. 16(c)

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District

The purpose of this letter of understanding is to address situations within a single district where a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC.

Teachers described above accrue experience for the purpose of increment advances under two (2) separate collective agreement provisions (silos), i.e., within a district, the employee triggers increments under Article C.4 for TTOC experience accrued and may also trigger increments under the applicable previous local agreement increment language for temporary/continuing experience accrued.

In order to allow a TTOC the opportunity to transfer, within a district, their TTOC experience earned under Article C.4 (new provision effective September 19, 2014) towards that of the applicable previous local collective agreement increment language for continuing and/or temporary employees, the parties agree to the following:

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Art C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).

8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31st, written notice from the employee to transfer must be received by the district no later than June 30th of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31st, written notice from the employee to transfer must be received by the district no later than November 15th of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15th of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date of LOU 16(c) signed below.

Example:

1. On June 1, 2015, Teacher A provides written notice to the district that they would like to transfer their Article C.4 TTOC experience that they will have accrued up until June 30, 2015 (in terms of closest equivalent month) to their temporary/continuing previous local agreement increment experience bank.
2. On June 30, 2015, Teacher A has 70 TTOC days of experience accrued under Article C.4.
3. On August 31, 2015, 4 months of experience would be transferred to their experience bank under the applicable previous local collective agreement increment language for continuing and/or temporary employees and 2 days of TTOC experience would remain in their TTOC bank under Article C.4. (70 divided by 17 = 4 whole months, with 2 days remaining)
4. Effective August 31, 2015, the previous local collective agreement increment language for temporary/continuing employees would then apply to the 4 months of experience that was transferred.

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

**TEACHER NOTICE: LOU 16(c) – TTOC EXPERIENCE TRANSFER REQUEST –
FORM A**

Re: August 31st transfers for TTOC experience accrued up to and including June 30th

This constitutes my written notice under LOU No. 16(c) of the collective agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including June 30, _____) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective August 31, _____.

I understand that once I submit this application to the employer, this decision to transfer is final and cannot be reversed.

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than June 30th of the preceding school year for a transfer for TTOC experience credits earned up to and including June 30th to take effect on August 31st of the following school year.

**TEACHER NOTICE: LOU 16(c) – TTOC EXPERIENCE TRANSFER REQUEST –
FORM B**

**Re: December 31st transfers for TTOC experience accrued up to and including
November 15th**

This constitutes my written notice under LOU No. 16(c) of the collective agreement that I,
_____ wish to transfer my eligible TTOC experience credits earned under
Article C.4 (up to and including November 15, _____) to that of the applicable previous
local collective agreement increment language for continuing and/or temporary employees.
Transfer of these experience credits shall take place and be effective December 31,
_____.

I understand that once I submit this application to the employer, this decision to transfer is final
and cannot be reversed.

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no
later than November 15th of the preceding school year for a transfer for TTOC
experience credits earned up to and including November 15th to take effect on
December 31st of the following school year.

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Education Fund and Impact of the Court Cases

1. Education Fund

The Education Fund is established as follows:

- Effective for the 2014–2015 school year: \$75 million
- Effective for the 2015–2016 school year: \$80 million
- Effective for the 2016–2017 school year: \$80 million
- Effective for the 2017–2018 school year: \$80 million
- Effective for the 2018–2019 school year: \$85 million

Local Consultations

Prior to the start of each school year (and upon ratification in 2014-15) the principal and/or vice-principal of each school in a district will meet with the local union staff representative(s) and either the school staff or the staff committee. The purpose of the meeting is to agree on recommendations to address working and learning needs. The money from the fund will be used for additional bargaining unit employees.

Each school will recommend a staffing allocation plan to the superintendent and the local union president.

District Allocation Plan

The superintendent and the local union president will meet and, after considering the school staffing recommendations, will allocate the Education Fund by mutual agreement. If the superintendent and the local president are unable to agree after making good faith effort to do so, the decision of the superintendent will be the allocation.

2. The Impact of the Court Cases Related to Class Size and Composition

The above Education Fund is subject to the final appellate judgment on the appeal of the 2014 decision of Justice Griffin. If the final judgment affects the content of the collective agreement by fully or partially restoring the 2002 language, the parties will reopen the collective agreement on this issue and the parties will bargain from the restored language. The Education Fund provisions will continue in effect until there is agreement regarding implementation and/or changes to the restored language.

[*Note:* This LOU incorporates into the 2013-2019 Provincial Collective Agreement the terms of Section C of the September 17, 2014 Memorandum of Agreement originally signed by Peter Cameron for BCPSEA and Jim Iker for the BCTF.]

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