

WORKING DOCUMENT

2006 – 2011

LOCAL COLLECTIVE AGREEMENT

Between

**The Board of School Trustees of
School District No. 35 (Langley)**

British Columbia Public School Employers' Association

and

**Langley Teachers' Association/
British Columbia Teachers' Federation**

Effective July 1, 2006 - June 30, 2011

Note: This is a working document intended to set out the agreed terms and conditions of employment between BCTF and BCPSEA as these terms and conditions apply in School District No. 35 (Langley). In the event of a dispute, the original source document will be applicable.

TABLE OF CONTENTS

PREAMBLE.....	7
DEFINITIONS.....	7
SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP.....	8
ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION.....	8
ARTICLE A.2 RECOGNITION OF THE UNION.....	9
ARTICLE A.3 MEMBERSHIP REQUIREMENT	9
ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION	10
ARTICLE A.5 COMMITTEE MEMBERSHIP	11
ARTICLE A.6 GRIEVANCE PROCEDURE.....	11
ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS	14
ARTICLE A.8 LEGISLATIVE CHANGE	15
ARTICLE A.20 COPY OF AGREEMENT	15
ARTICLE A.21 AMENDMENTS TO THE AGREEMENT	15
ARTICLE A.22 NO CONTRACTING OUT	15
ARTICLE A.23 TEACHER ASSISTANTS.....	16
ARTICLE A.24 SCHOOL STAFF REPRESENTATIVES	16
ARTICLE A.25 SCHOOL STAFF COMMITTEE	17
ARTICLE A.26 RIGHT TO REPRESENTATION	17
ARTICLE A.27 ACCESS TO THE WORKSITE.....	18
ARTICLE A.28 USE OF SCHOOL FACILITIES.....	18
ARTICLE A.29 INTERNAL MAIL.....	18
ARTICLE A.30 BULLETIN BOARDS	18
ARTICLE A.31 PICKET LINE PROTECTION	18
ARTICLE A.32 ACCESS TO INFORMATION	19
ARTICLE A.33 STAFF ORIENTATION.....	19
ARTICLE A.34 DEDUCTION OF B.C. COLLEGE OF TEACHERS FEES	19
ARTICLE A.35 CONTRACT NEGOTIATIONS.....	20
ARTICLE A.36 UNION PRESIDENT/EXECUTIVE OFFICER LEAVE.....	20
ARTICLE A.37 LEAVE FOR UNION AND OTHER PROFESSIONAL ORGANIZATIONS.....	21
SECTION B SALARY AND ECONOMIC BENEFITS	22
ARTICLE B.1 SALARY.....	22
ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS	26
ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION	27
ARTICLE B.4 EI REBATE	27
ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN.....	27
ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE.....	28
ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS	29
ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN	29
ARTICLE B.9 PAY PERIODS	30
ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE.....	31
ARTICLE B.11 BENEFITS	31
ARTICLE B.12 CATEGORY 5+ [EFFECTIVE SEPTEMBER 1, 2007]	34
ARTICLE B.20 ALLOWANCES FOR POSITIONS OF SPECIAL RESPONSIBILITY	35
ARTICLE B.21 TEACHER-IN-CHARGE	36

ARTICLE B.22	PLACEMENT.....	37
ARTICLE B.23	CATEGORY 5 PLUS 15 UNITS (30 CREDITS)	40
ARTICLE B.24	SALARY PLACEMENT LETTER OF PERMISSION	41
ARTICLE B.25	REDUCTION IN SALARY.....	41
ARTICLE B.26	DAILY DEDUCTION RATE.....	41
ARTICLE B.27	ADJUSTMENT FOR PARTIAL MONTH WORKED	41
ARTICLE B.28	ADJUSTMENT FOR CHANGE IN PERCENTAGE OF ASSIGNMENT.....	42
ARTICLE B.29	SUMMER SCHOOL	42
ARTICLE B.30	PART-TIME TEACHERS BENEFITS	42

SECTION C EMPLOYMENT RIGHTS..... 44

ARTICLE C.1	RESIGNATION.....	44
ARTICLE C.2	SENIORITY.....	44
ARTICLE C.20	LAYOFF, RECALL AND SEVERANCE.....	46
ARTICLE C.21	APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT.....	49
ARTICLE C.22	TERM CONTRACTS.....	49
ARTICLE C.23	PART-TIME ASSIGNMENT	50
ARTICLE C.24	JOB SHARING.....	50
ARTICLE C.25	TEACHERS ON CALL	51
ARTICLE C.26	DISMISSAL BASED ON PERFORMANCE	53
ARTICLE C.27	DISCIPLINE AND DISMISSAL FOR MISCONDUCT	54
ARTICLE C.28	EVALUATION.....	55

SECTION D WORKING CONDITIONS 57

ARTICLE D.1	REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK	57
ARTICLE D.2	REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK	57
ARTICLE D.3	ALTERNATE SCHOOL CALENDAR.....	57
ARTICLE D.4	PREPARATION TIME	58
ARTICLE D.5	MIDDLE SCHOOLS	58
ARTICLE D.20	WEEKLY INSTRUCTIONAL ASSIGNMENT	59
ARTICLE D.21	TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS.....	60
ARTICLE D.22	AVAILABILITY OF TEACHERS ON CALL.....	60
ARTICLE D.23	REGULAR WORK YEAR FOR TEACHERS	60
ARTICLE D.24	ITINERANT TEACHERS.....	62
ARTICLE D.25	SUPERVISION.....	62
ARTICLE D.26	BREAK FOR TEACHERS OF KINDERGARTEN.....	62
ARTICLE D.27	REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK	62
ARTICLE D.28	REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK	62
ARTICLE D.29	REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK	62
ARTICLE D.30	REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK	62
ARTICLE D.31	HOME EDUCATION.....	63
ARTICLE D.32	BEGINNING TEACHER	63
ARTICLE D.33	STAFF MEETINGS.....	63
ARTICLE D.34	EXTRA-CURRICULAR ACTIVITIES.....	64
ARTICLE D.35	HEALTH AND SAFETY COMMITTEE	64
ARTICLE D.36	HEALTH AND SAFETY	65
ARTICLE D.37	STUDENT MEDICATION AND MEDICAL PROCEDURES	65
ARTICLE D.38	UNION INVOLVEMENT IN BOARD BUDGET PROCESS	66

SECTION E	PERSONNEL PRACTICES	67
ARTICLE E.1	NON-SEXIST ENVIRONMENT	67
ARTICLE E.2	HARASSMENT/SEXUAL HARASSMENT	67
ARTICLE E.20	NEW POSITIONS	71
ARTICLE E.21	POSTING VACANT POSITIONS	72
ARTICLE E.22	FILLING VACANT POSITIONS	72
ARTICLE E.23	TRANSFER AND ASSIGNMENTS	74
ARTICLE E.24	ASSIGNMENT IN SCHOOL	75
ARTICLE E.25	PERSONNEL FILES	76
ARTICLE E.26	SCHOOL ACT APPEALS	76
ARTICLE E.27	NO DISCRIMINATION	77
ARTICLE E.28	ANTI-RACISM	77
ARTICLE E.29	FALSELY ACCUSED EMPLOYEE	78
SECTION F	PROFESSIONAL RIGHTS	79
ARTICLE F.20	PROFESSIONAL AUTONOMY	79
ARTICLE F.21	PROFESSIONAL DEVELOPMENT DAYS	79
ARTICLE F.22	EDUCATIONAL CHANGE	79
ARTICLE F.23	PROFESSIONAL DEVELOPMENT	79
SECTION G	LEAVES OF ABSENCE	81
ARTICLE G.1	PORTABILITY OF SICK LEAVE	81
ARTICLE G.2	COMPASSIONATE CARE LEAVE	81
ARTICLE G.20	SECONDMENT	82
ARTICLE G.21	WORKERS' COMPENSATION	83
ARTICLE G.22	LEAVES OF ABSENCE	83
ARTICLE G.23	SICK LEAVE	83
ARTICLE G.24	EDUCATIONAL LEAVE	84
ARTICLE G.25	MATERNITY LEAVE	86
ARTICLE G.26	SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS	87
ARTICLE G.27	SHORT TERM PARENTAL LEAVE	87
ARTICLE G.28	PARENTHOOD LEAVE	87
ARTICLE G.29	PATERNITY	88
ARTICLE G.30	ADOPTION	89
ARTICLE G.31	FAMILY ILLNESS	89
ARTICLE G.32	BEREAVEMENT/COMPASSIONATE	89
ARTICLE G.33	LONG TERM PERSONAL LEAVE	89
ARTICLE G.34	SELF-FUNDED LEAVE PLAN	90
ARTICLE G.35	PERSONAL	90
ARTICLE G.36	MARRIAGE LEAVE	90
ARTICLE G.37	JURY DUTY AND COURT APPEARANCES	90
ARTICLE G.38	LEAVE FOR EXAMINATIONS	91
ARTICLE G.39	GRADUATION LEAVE	91
ARTICLE G.40	LEAVE FOR COMPETITION	91
ARTICLE G.41	LEAVE FOR ELECTED OFFICE	91
SIGNATURES.....		92

LOCAL APPENDIX A: EVALUATION CRITERIA	93
LOCAL LETTERS OF UNDERSTANDING/INTENT	94
LOCAL LETTER OF UNDERSTANDING No. 1: REPORT CARDS.....	94
LOCAL LETTER OF UNDERSTANDING No. 2: DISCIPLINE AND DISMISSAL FOR MISCONDUCT..	95
LOCAL LETTER OF UNDERSTANDING No. 3: SETTLEMENT OF ARTICLE 82:.....	96
REMOVED BY LEGISLATION / INTENTIONALLY LEFT BLANK	96
LOCAL LETTER OF UNDERSTANDING No. 4	97
LOCAL LETTER OF UNDERSTANDING No.5: Re Article 80.....	99
REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK	99
LOCAL LETTER OF UNDERSTANDING No. 6	100
Re: Plans of Assistance	100
MEMORANDUM OF AGREEMENT	101
Re: Middle School Program.....	101
PROVINCIAL LETTERS OF UNDERSTANDING/INTENT	104
LETTER OF INTENT No. 1	104
Re: Formalization of Middle School Provisions	104
LETTER OF UNDERSTANDING NO. 1	105
Re: Designation of Provincial and Local Matters	105
Appendix 1 – Provincial Matters.....	106
Appendix 2 – Local Matters.....	116
LETTER OF UNDERSTANDING NO. 2	121
Re: Approved list of arbitrators for:	121
LETTER OF UNDERSTANDING No. 3. a.....	122
Not Applicable in School District No. 35 (Langley).....	122
LETTER OF UNDERSTANDING No. 3.b	123
Re: Section 27.4 Education Services Collective Agreement Act	123
Not applicable in School District No. 35 (Langley).....	123
LETTER OF UNDERSTANDING No. 4	124
Re: Early Incentive Payment.....	124
LETTER OF UNDERSTANDING No. 5	125
Re: One Time Payment to Teacher Inflation Adjustment Account.....	125
LETTER OF UNDERSTANDING No. 6	126
Re: Employment Equity – Aboriginal Employees	126
LETTER OF UNDERSTANDING No. 7	127
Re: Provincial Articles Housekeeping Committee.....	127

LETTER OF UNDERSTANDING No. 8	128
Re: Updating the Provincial Collective Agreement Mid-Contract Modification Process	128
LETTER OF UNDERSTANDING No. 9	129
Re: Rehabilitation Committee	129
LETTER OF UNDERSTANDING No. 10.....	130
Re: Benefits Review Committee	130
LETTER OF UNDERSTANDING No. 11.....	131
Re: 2008 Salary Harmonization	131
LETTER OF UNDERSTANDING No. 12.....	132
Re: Teacher Supply and Demand Initiatives	132
LETTER OF UNDERSTANDING No. 13.....	133
Re: Fiscal Dividend.....	133
LETTER OF UNDERSTANDING No. 14.....	134
Re: Article B.12 Category 5+ Transitional Provisions.....	134
LETTER OF UNDERSTANDING No. 15.....	135
Re: Article C.2. – Porting of Seniority – Separate Seniority Lists.....	135
LETTER OF UNDERSTANDING No. 16.....	137
Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts	137
INDEX.....	139

PREAMBLE

Both parties agree that the purpose of this agreement is:

1. to encourage cooperation between the Board and the Union;
2. to provide for a harmonious relationship between the parties;
3. to provide expeditious settlement of disputes;
4. to encourage cooperation in providing quality education services to the pupils in the District.

DEFINITIONS

1. Appointment

An appointment is the full-time or specified part-time employment by the school district on a continuing, term, or teacher-on-call basis.

2. Position

A position is the general subject area(s) and/or program(s), and/or level(s) on a full-time or specified part-time basis at a designated school(s) or work location(s).

3. Assignment

An assignment is the specified course(s), and/or program(s) and/or grade(s) within a position.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
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.
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.
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

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.
2. Pursuant to *PELRA*, the Board of School Trustees for S.D. No. 35 (Langley) recognizes the Langley Teachers' Association as the teachers' union for the negotiation in the S.D. No. 35 (Langley) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the S.D. No. 35 (Langley) subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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 Langley Teacher's Federation, subject to Article A.3.2.
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.

Local Provisions:

3. The Board employs a number of staff whose professional training can be equated with that of teachers and whose role with children can be characterized as a teaching function in their specialty, specifically speech and hearing therapists, educational psychologists, educational assessment specialists and career education associates. These persons whether or not they possess a teaching certificate, have professional training, responsibility, and expertise commensurate with those of teachers.

4. The speech and hearing therapists, educational psychologists, and educational assessment specialists and career education associates, referred to as associated professionals, shall be represented by the Union as bargaining agent for terms and conditions of employment.
5. Associated Professionals shall, at the time of employment become and remain members of the Union and the British Columbia Teachers' Federation, and this agreement shall apply to those members.
6. All certificated teachers on call employed by the Board shall become members of the Union.
7. All non-certificated teachers on call employed by the Board shall, for the duration of their assignment as teacher on call, become members of the Union.

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
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.

Local Provisions:

6. Completed forms shall be forwarded to the Langley Teachers' Association not later than fifteen (15) calendar days following the commencement of employment.
7. S.D. No. 35 (Langley) agreed to remit such fees and levies no later than the tenth (10th) day of the month in which the deduction is made.

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in 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.

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.

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in 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.

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.

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.

9. General

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

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

- 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.
- 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.
- 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.

4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.8 LEGISLATIVE CHANGE

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2.
 - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
 - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

ARTICLE A.20 COPY OF AGREEMENT

1. The Board shall give each union member a copy of the current agreement within one month of the signing of the agreement, or upon appointment to the District.

ARTICLE A.21 AMENDMENTS TO THE AGREEMENT

1. This agreement may be modified during its term by mutual consent.
(Any changes to Provincial articles must receive consent of BCPSEA/BCTF).

ARTICLE A.22 NO CONTRACTING OUT

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.
2. Except as mutually agreed upon between the Board and the Local, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher.

ARTICLE A.23 TEACHER ASSISTANTS

1. All teacher assistants hired to assist teachers in carrying out their responsibilities and duties, shall be under the immediate instructional supervision of teachers.
2. Teacher assistants shall not assume the direct instructional responsibility for designing the educational programs for students, but may assist the teacher by:
 - a. providing assistance to individual students and groups of students;
 - b. monitoring students;
 - c. maintaining student records;
 - d. providing advice/guidance to students.
3. Teacher assistants shall not assume direct instructional responsibility while the teacher is absent.
4. Teacher assistants shall not be used to replace qualified teachers.

ARTICLE A.24 SCHOOL STAFF REPRESENTATIVES

1. School staff representatives, elected in accordance with Union procedures, shall have the right to:
 - a. convene meetings to conduct Union business and be involved in matters of staff concern provided such activities do not interfere with classroom instruction.
 - b. be involved in grievance meetings.
 - c. attend meetings between Administrative Officers and teachers pursuant to Article A.26 Right to Representation.
2. The Union shall advise the Board of the staff representative(s) elected for each work location.
3.
 - a. School Staff Representatives shall arrange to conduct grievance investigation or preparation so that such activities do not disrupt classroom or other instruction.
 - b. In the event that it becomes necessary for a teacher other than a School Staff Representative to leave the classroom or other instruction to investigate or prepare for a grievance, the Staff Representative or the teacher shall obtain authorization from their Administrative Officer.
 - c. Authorization to investigate or prepare for a grievance shall not be unreasonably withheld taking into account the urgency and nature of the grievance and the availability of the grievor or other witnesses.
 - d. A School Staff Representative or a teacher who is authorized to leave the classroom or other instruction for a reasonable period of time, to investigate or prepare for a grievance, shall be on paid leave.

4. Upon notification to the Administrative Officer, the School Staff Representative shall be relieved of duties, without loss of pay, to participate in a grievance or arbitration procedure as provided for in this Agreement. Whenever possible, such activities will be conducted outside of instructional hours.

ARTICLE A.25 SCHOOL STAFF COMMITTEE

1. The Board and the Union encourage each school to develop a committee to foster communication and collegiality among teachers through discussion of issues relevant to the teaching staff.
2. Each school, district staff or itinerant group has the right to establish a recognized Staff Committee of LTA members.
3. Staff Committee size, quorum and membership shall be determined by the teaching staff.
4. Proposals made by the Staff Committee shall be considered by the school administration.
5. Should the administrative officer choose not to implement a proposal of the Staff Committee, the administrative officer will, when requested, advise the Staff Committee of the reasons. The administrative officer, at the administrative officer's option, shall provide the reasons in writing or shall attend the next meeting of the Staff Committee and provide oral reasons.

ARTICLE A.26 RIGHT TO REPRESENTATION

1. A teacher shall be accompanied by a representative, who is a member of the Union, to attend a meeting which is discipline related between a teacher and a school-based administrative officer or that teacher's immediate supervisor.
2. A teacher shall have the right to be accompanied by a representative, who is a member of the Union, to attend a meeting between that teacher and a school-based administrative officer or that teacher's immediate supervisor if the teacher or the administrative officer has reasonable cause to believe such a representative should be present.
3. A teacher shall be accompanied by up to four (4) representatives to attend a meeting which is discipline related between a teacher and Board representative(s) not referred to in Article A.26.1 or A.26.2 above.
4. A teacher shall have the right to be accompanied by up to four (4) representatives to attend a meeting between that teacher and Board representative(s) not referred to in Article A.26.1 and A.26.2 above if the teacher or a Board representative has reasonable cause to believe such representative(s) should be present.
5. In the event that a meeting as referred to above takes place during instructional time the teacher and representative(s) will be relieved of instructional duties with no loss of pay.

ARTICLE A.27 ACCESS TO THE WORKSITE

1. Authorized representatives of the Union shall have access to school property to transact official Union business at all reasonable times provided that such activities or use do not interfere with classroom instruction.
2. Individuals granted access to the school under this Article shall follow the normal school procedures regarding visitors to the school by reporting their presence to the office.

ARTICLE A.28 USE OF SCHOOL FACILITIES

1. The Union shall have the right to reserve, and use school facilities and equipment during all reasonable hours for the purpose of convening meetings of the Union.
2. The Union will assume responsibility for any costs arising from the use referred to in Article A.28.1. No rental fee will be charged for the use of these facilities.
3. The provisions of Article A.28.1 and A.28.2 will not apply in the event of strike or lockout.

ARTICLE A.29 INTERNAL MAIL

1. The Union may use the District mail service and employee mailboxes for communication with its members.

ARTICLE A.30 BULLETIN BOARDS

1. The Union shall have the right to place notices of activities and matters of Union concern on designated bulletin boards, one of which shall be provided in the staff room of each school and the School Board Office.

ARTICLE A.31 PICKET LINE PROTECTION

1. All teachers covered under this agreement shall have the right to refuse to cross or work behind a picket line unless the same is declared illegal by the Labour Relations Board or the Courts. Failure to cross such picket line shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board. Any teacher refusing to cross or work behind such a picket line shall be considered to be absent from work without pay.
2. The Board shall not request, require, nor direct teachers covered under this agreement to do work or carry out duties normally performed by employees engaged in a strike, or locked out, nor shall teachers request, require, or direct pupils to carry out such duties.

ARTICLE A.32 ACCESS TO INFORMATION

1. The Board agrees to furnish to the Union, within a reasonable period, the following information:
 - a. financial information provided to the public including annual financial reports and audits, school District budgets, preliminary and final fiscal frameworks, and statements of final determination as are available to the public.
 - b. professional employee information including listings of employees, showing their names, addresses, phone numbers, exclusive of those that are unlisted, grid placement, seniority and staff assignment.
 - c. notifications of job postings, transfers, hirings, resignations, retirements, employee deaths, discharges, suspensions and less than satisfactory evaluations as they occur.
 - d. agendas and minutes of all public Board meetings and all attachments thereto at the time of distribution to the Board.
 - e. FTE teachers at each position of the salary grid and leaves of absence statistics that may be used in negotiations.
 - f. student enrolment by grade, subject, class and school as produced at the school.
 - g. average class size numbers as of September 30 each year for elementary and secondary as soon as possible after September 30.

ARTICLE A.33 STAFF ORIENTATION

1. A staff orientation session for new teachers shall be offered by the Board no later than October 31st each year and another session for teachers hired after October 31 no later than February 10. Teachers on call will be invited to attend, without pay, one of the scheduled orientation sessions or an orientation session specifically for teachers on call held on the Professional Development Day in October. Where the teacher on call attends the orientation session specifically for teachers on call held on the Professional Development Day in October, Article C.25.5 shall apply.
2. The Board shall acquaint the new teachers with the basic operation of the school District. Thirty (30) minutes shall be made available to representatives of the Union. The Union shall acquaint teachers with the rights and responsibilities set out in the Collective Agreement.
3. The Board will provide release time for the new teachers to attend the staff orientation.

ARTICLE A.34 DEDUCTION OF B.C. COLLEGE OF TEACHERS FEES

1. Upon receipt of the teacher's written authorization, the Board agrees to deduct annual B.C. College of Teachers membership fees and to remit such fees to the College.

ARTICLE A.35 CONTRACT NEGOTIATIONS

1. The Board will provide paid release time for five (5) teachers engaged in contract negotiations with the Board. The cost of any teachers on call will be paid equally by the Board and the Union for actual negotiation days.

ARTICLE A.36 UNION PRESIDENT/EXECUTIVE OFFICER LEAVE

1. A teacher elected to the position of president of the Union shall be granted leave of absence from teaching duties for up to one (1) year, at the request of the Union. Notification for such leave should be in writing and received by the superintendent of schools prior to May 31st.
2. When a teacher who has been granted leave under Article A.36.1 above is re-elected to the position of president of the Union for an additional term or terms, additional leave of absence shall be granted subject to the further request of the Union.
3. Service while on leave from teaching duties as president of the Union shall earn credit as teaching experience for the purposes of pay increments on the salary scale in this agreement.
4.
 - a. The Board shall pay the president of the Union full salary and benefits as per the instruction of the Union.
 - b. The Board shall be reimbursed by the Union the full amount of such salary and benefits excluding the contribution to the teacher's pension plan.
5. A teacher returning to employment with the Board from a leave of absence for up to two (2) years as president of the Union shall be assigned, where practicable, to the position held prior to the leave as president. A teacher returning to employment from leave of absence longer than two (2) years as president of the Union shall be assigned to a position in the District comparable to the position held prior to the period of leave as president.
6. For purposes of sick leave entitlement, the president shall be deemed to be in the employ of the Board, subject to the following provisions:
 - a. the president shall accumulate sick leave during the leave of absence as president.
 - b. days absent for illness during a leave of absence under this article shall be deducted firstly from the accumulation in Article A.36.6.a, subject to Article A.36.6.b. Thereafter, days absent for illness during a leave of absence under this article shall be deducted from the sick leave entitlement accumulated prior to commencement of the leave of absence under this article and in this case Article A.36.6.b will not apply.
 - c. the president shall inform the Board of the number of days or partial days, that the president was absent due to illness. Medical proof of illness will be provided to the Board in accordance with the provision for same in Article G.23 Sick Leave of this agreement.
7. Where the Union requests that a leave of absence be granted to one LTA executive officer for Union business, such leave shall be granted in accordance with the provisions of this Article and shall be for periods of not less than one (1) regular school term.

ARTICLE A.37 LEAVE FOR UNION AND OTHER PROFESSIONAL ORGANIZATIONS

1. A teacher who is a member of the Executive Committee, representative assembly, a committee or task force of either the Union or the British Columbia Teachers' Federation or appointed an official representative or delegate of the Union or the BCTF, the Canadian Teachers' Federation, the Teacher College Council or who is a school staff representative, shall be granted leave of absence from teaching duties in order to carry out the business of the Union and/or BCTF, the Canadian Teachers' Federation, and/or Teacher College so long as not more than 10% of the membership is on leave of absence pursuant to this clause at any one time.

Such leave shall be granted subject only to the BCTF, the Canadian Teachers' Federation, Teachers' College or Union reimbursing the Board for the full cost of a teacher on call.

2.
 - a. In the case of a teacher appointed on a term contract of employment to the administrative staff of the BCTF, leave without pay shall be granted for up to four years, and the employee shall be entitled, on written notice prior to March 31, to return to employment with the Board effective September 1, and shall be granted an assignment comparable to that previously held.
 - b. In the case of a teacher elected to a full-time position as an officer of the BCTF and/or CTF, leave without pay shall be granted upon request annually should the person continue to be elected to a full-time position. Such a teacher shall be entitled, on written notice prior to March 31 if the person decides not to seek a further term and immediately following any Annual General Meeting when such person is unsuccessful in achieving a further term, to return to employment with the Board effective September 1. Furthermore, a teacher returning to duties from leave of absence up to two (2) years as an elected officer shall be assigned, where practicable, to the position held prior to the leave. A teacher returning to duties from leave of absence longer than two (2) years as an elected officer shall be assigned to a position in the District comparable to the position held prior to the period of leave.
3. Leave with pay shall be granted to a teacher when required for covering the duties of the Union president during contract negotiations, grievance proceedings, arbitration hearings and for covering the duties of the Union president when absent due to illness. The Union will reimburse the District the full cost of any teacher on call.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect to following general increases to salary:
 - a. Effective July 1, 2006: 2.5% increase
 - b. Effective July 1, 2007: 2.5% increase
 - c. Effective July 1, 2008: 2.5% increase
 - i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.
 - d. Effective July 1, 2009: 2.5% increase
 - e. Effective July 1, 2010: 2.0% increase
2. The following allowances shall be adjusted in accordance with the above increases:
 - a. Department head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation
 - g. Recruitment & Retention
3. The following allowances shall not be adjusted by the above increases:
 - a. Mileage/Auto
 - b. Per Diems
 - c. Housing
 - d. Pro D (unless formula-linked to the grid)
 - e. Clothing
 - f. Classroom Supplies
4. Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

Local Provisions:

5. Salary Scale

July 1, 2006

Step	Cat 4	Cat 5	Cat 6	Cat 6+ Masters Allowance
	TQS 4	TQS 5	TQS 5+	TQS 6
0	\$ 38,966	\$ 41,795	\$ 44,880	\$ 45,964
1	\$ 40,851	\$ 44,188	\$ 47,431	\$ 48,570
2	\$ 42,737	\$ 46,580	\$ 49,981	\$ 51,176
3	\$ 44,622	\$ 48,972	\$ 52,532	\$ 53,783
4	\$ 46,507	\$ 51,365	\$ 55,083	\$ 56,389
5	\$ 48,392	\$ 53,757	\$ 57,633	\$ 58,995
6	\$ 50,277	\$ 56,150	\$ 60,184	\$ 61,601
7	\$ 52,162	\$ 58,542	\$ 62,734	\$ 64,207
8	\$ 54,047	\$ 60,934	\$ 65,285	\$ 66,813
9	\$ 55,932	\$ 63,327	\$ 67,835	\$ 69,420
10	\$ 57,817	\$ 65,719	\$ 70,386	\$ 72,026

July 1, 2007

Step	Cat 4	Cat 5	Cat 6	Cat 6+ Masters Allowance
	TQS 4	TQS 5	TQS 5+	TQS 6
0	\$ 39,941	\$ 42,840	\$ 46,002	\$ 47,113
1	\$ 41,873	\$ 45,292	\$ 48,617	\$ 49,784
2	\$ 43,805	\$ 47,745	\$ 51,231	\$ 52,456
3	\$ 45,737	\$ 50,197	\$ 53,845	\$ 55,127
4	\$ 47,669	\$ 52,649	\$ 56,460	\$ 57,798
5	\$ 49,602	\$ 55,101	\$ 59,074	\$ 60,470
6	\$ 51,534	\$ 57,553	\$ 61,688	\$ 63,141
7	\$ 53,466	\$ 60,005	\$ 64,303	\$ 65,812
8	\$ 55,398	\$ 62,458	\$ 66,917	\$ 68,484
9	\$ 57,330	\$ 64,910	\$ 69,531	\$ 71,155
10	\$ 59,263	\$ 67,362	\$ 72,146	\$ 73,826

July 1, 2008

Step	Cat 4	Cat 5	Cat 6	Cat 6+ Masters Allowance
	TQS 4	TQS 5	TQS 5+	TQS 6
0	\$ 40,939	\$ 43,911	\$ 47,152	\$ 48,291
1	\$ 42,920	\$ 46,425	\$ 49,832	\$ 51,029
2	\$ 44,900	\$ 48,938	\$ 52,512	\$ 53,767
3	\$ 46,881	\$ 51,452	\$ 55,191	\$ 56,505
4	\$ 48,861	\$ 53,965	\$ 57,871	\$ 59,243
5	\$ 50,842	\$ 56,479	\$ 60,551	\$ 61,982
6	\$ 52,822	\$ 58,992	\$ 63,230	\$ 64,720
7	\$ 54,803	\$ 61,506	\$ 65,910	\$ 67,458
8	\$ 56,783	\$ 64,019	\$ 68,590	\$ 70,196
9	\$ 58,764	\$ 66,532	\$ 71,270	\$ 72,934
10	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Benefit from Letter of Understanding No. 11 – 2008 Salary Harmonization:				
2.5% Increase:				
	\$ 60,744	\$ 69,046	\$ 73,949	\$ 75,672
Harmonization:				
	\$ 62,567	\$ 71,117	\$ 76,168	\$ 77,942
Harmonization %:				
	3.00%	3.00%	3.00%	3.00%

[Effective July 1, 2009 Category 6 pursuant to Article B.23 Category 5 Plus 15 Units (30 Credits) has been renamed TQS 5+.]

July 1, 2009

Step	TQS 4	TQS 5	TQS 5+	TQS 6
0	\$ 41,963	\$ 45,009	\$ 48,331	\$ 49,498
1	\$ 43,993	\$ 47,585	\$ 51,078	\$ 52,305
2	\$ 46,023	\$ 50,162	\$ 53,824	\$ 55,111
3	\$ 48,053	\$ 52,738	\$ 56,571	\$ 57,918
4	\$ 50,083	\$ 55,314	\$ 59,318	\$ 60,725
5	\$ 52,113	\$ 57,891	\$ 62,065	\$ 63,531
6	\$ 54,143	\$ 60,467	\$ 64,811	\$ 66,338
7	\$ 56,173	\$ 63,043	\$ 67,558	\$ 69,144
8	\$ 58,203	\$ 65,619	\$ 70,305	\$ 71,951
9	\$ 60,233	\$ 68,196	\$ 73,051	\$ 74,757
10	\$ 64,131	\$ 72,895	\$ 78,072	\$ 79,891

July 1, 2010

Step	TQS 4	TQS 5	TQS 5+	TQS 6
0	\$ 42,802	\$ 45,909	\$ 49,298	\$ 50,488
1	\$ 44,872	\$ 48,537	\$ 52,099	\$ 53,351
2	\$ 46,943	\$ 51,165	\$ 54,901	\$ 56,214
3	\$ 49,014	\$ 53,793	\$ 57,703	\$ 59,076
4	\$ 51,084	\$ 56,421	\$ 60,504	\$ 61,939
5	\$ 53,155	\$ 59,048	\$ 63,306	\$ 64,802
6	\$ 55,226	\$ 61,676	\$ 66,107	\$ 67,664
7	\$ 57,296	\$ 64,304	\$ 68,909	\$ 70,527
8	\$ 59,367	\$ 66,932	\$ 71,711	\$ 73,390
9	\$ 61,437	\$ 69,560	\$ 74,512	\$ 76,252
10	\$ 65,414	\$ 74,353	\$ 79,633	\$ 81,489

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay: **[Not applicable to Non-Certificated Teachers — see Article B.2.8 below]**
 - a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement.

i.	Effective July 1, 2006	\$194.75
ii.	Effective July 1, 2007	\$199.60
iii.	Effective July 1, 2008	\$204.60
iv.	Effective July 1, 2009	\$209.70
v.	Effective July 1, 2010	\$213.90
 - b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

Local Provisions:

7. Teachers on call requested to teach for a full day shall be paid a full day's salary. An assignment shall be for not less than one half of a day.
8. Non-certificated teachers on call shall be paid for each day worked:

- a. Effective July 1, 2006 \$182.40
- b. Effective July 1, 2007 \$186.95
- c. Effective July 1, 2008 \$191.60
- d. Effective July 1, 2009 \$196.40
- e. Effective July 1, 2010 \$ 200.35

9. The Board will deduct College of Teachers Fees from teachers on call wherever possible.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

Article B.3 does not apply in School District No. 35 (Langley).

ARTICLE B.4 EI REBATE

- 1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
- 2. The employer shall calculate each employee’s share of the savings which have been remitted pursuant to 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

- 1. In this Article:
 - a. “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
- 2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
- 3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.

4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. 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.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to 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

1. Effective July 1, 2006, the employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
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

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.

2. Personally Owned Professional Material

Article B.7.2 is not applicable in S.D. No. 35 (Langley).

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

Local Provisions:

3. Personal Professional Materials, Equipment or Teaching Aids

The Employer will repair or replace teachers' personal professional materials, equipment or teaching aids lost through theft, fire or damage while on School Board property, to a maximum of five hundred (500) dollars, provided that:

- a. the materials, equipment or teaching aids are required for teacher reference or classroom instruction.
- b. the materials are approved as required by the principal, and are listed in a personal professional materials inventory list maintained in the principal's office.
- c. the loss or damage is not the result of negligence on the part of the teacher claiming compensation.
- d. a teacher is not eligible for compensation for the loss or damage under another fund or policy of insurance.

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

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.
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.

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 clause 5 of this Article.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
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.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
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.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008 shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Article B.9.1 through B.9.3 is not applicable in SD. No. 35 (Langley).

Local Provisions:

4. Regular monthly salary payments shall be made on the last teaching day of each month. Each teacher on staff as of September 1 shall receive a salary advance of forty-five (45) percent of net monthly salary on or before the fifteenth (15) day of each month. For teachers hired subsequent to September 1st, advances will commence the month following the month of hiring.
5. **Second Bank Account Option**

Upon teacher request, the Board agrees to transfer a portion of a teacher's monthly net salary per pay period to a second bank account of the teacher's choice. The amount to be transferred may be a percentage or a dollar amount, as determined by the teacher. A change may be made at any time with notification two weeks prior to the pay date it is to be effective.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

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

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.

Article B.10.3, B.10.4 and B.10.5 is not applicable in School District No. 35 (Langley).

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

Local Provisions:

6. Teachers who are required to use their vehicles as part of their regular duties, and who travel in excess of sixteen hundred (1600) kilometres per year, shall receive an additional allowance of one hundred fifty three (\$153.00) dollars per year.

ARTICLE B.11 BENEFITS

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

Local Provisions:

[Please refer to Employee Benefits Plan Summary Handbook available in Payroll.]

2. The carrier or underwriter and the plan of the benefits in Article B.11.3, B.11.4, B.11.5 and B.11.6 following may be changed only by mutual agreement.

3. MSP Medical Benefits:

Participation in the Board's group of Medical Services Plan of B.C. is considered to be a condition of employment unless the teacher provides evidence of other medical coverage. The Board shall pay seventy-five (75) percent of the premiums payable for Medical Services Plan of B.C.

4. Extended Health Benefits Plan:

Participation in the Board's group of Extended Health Benefits plan is considered to be a condition of employment unless the teacher provides evidence of other coverage for extended health benefits. The Board shall pay eighty (80) percent of the premiums payable for the Extended Health Benefits plan covering the following:

- a. unlimited lifetime maximum (includes out-of-province coverage).
- b. vision care (\$200 - 24 months).
- c. hospital co-insurance. The daily rate of co-insurance shall be maintained at the co-insurance charge of B.C. Hospital Programs up to, but not exceeding 2.433% of the average of Vancouver General Hospital's and Langley Memorial Hospital's daily rate for basic ward accommodation.
- d. Audio Care - (\$500 - 48 months)

5. Group Life:

Participation in the Board's group of BCTF/BCSTA Group Life Insurance plan is considered to be a condition of employment. The Board shall pay eighty (80) percent of the premiums for all teachers who are employed by the Board.

Any premium contributed by an employee toward the total premium payable under this policy for insurance of life of such employee shall be deemed by the employer to be applied first to the premium for the amount of the teacher's insurance (if any) in excess of \$25,000 and the balance (if any) of the employee's premium shall be deemed by the employer to be applied to the first \$25,000 of the teacher's insurance.

6. Dental:

Participation in the Board's group dental plan is considered a condition of employment for teachers hired subsequent to December 31, 1976 except for teachers who provide evidence of other dental coverage. The plan shall provide the following benefits:

Plan A - one hundred (100) percent payment

Plan B - fifty (50) percent payment

Plan C (Orthodontics) - fifty (50) percent with a \$2,500 lifetime maximum per insured person.

The Board will pay seventy-five (75) percent of the premiums for the teachers participating in the plan. All teachers who become eligible for participation in the dental plan after the date of their hiring must apply for coverage within thirty (30) days of the expiration of their previous coverage.

7. B.C.T.F. Optional Term Life Insurance Plan:

The Board will assist in the provision of this optional plan by making monthly premium deductions from teachers participating in the plan. Premiums are to be fully paid by the teacher.

8. Maintenance:

- a. Teachers on leave of absence receiving B.C.T.F. Salary Indemnity Plan payments, shall have their benefits maintained with the Board paying its share of the premiums to a maximum twelve (12) months. The teacher shall pay to the Board the teacher's share of the premiums.

- b. Teachers on other leave of absence, and on salary indemnity beyond twelve (12) months shall have their benefits maintained provided the teacher requests such in writing one month prior to date of leave. The teacher shall pay to the Board the full cost of any benefit premiums paid on the teacher's behalf.
9. Death Benefits:
 - a. In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six months, the Board will pay two months' salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which the deceased was last employed by the Board.
 - b. In addition to the payment in Article B.11.9.a the Board will also pay one additional month's salary for any teacher who has been in the service of the Board for more than ten (10) years.
 - c. Benefit Coverage in Case of Teacher's Death:

The Board shall continue the medical, extended health and dental benefits to the dependents of a deceased teacher for a period of three (3) months after the teacher's death. The premiums for such continuation shall be paid for in full by the Board. The dependents shall be notified in writing of all applicable death benefits provided under this Article.
10. Teachers have access to the services provided by Employee Assistance Plan.
11. At the time of hiring the Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event that a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.
12. The Board shall advise each teacher by letter at the end of September, and all other teachers hired subsequent to that date at the end of the first month of employment, of the benefit plans available to teachers and the premium costs of those plans.
13. The Board shall assist teachers in obtaining entitlement to the coverage provided by various benefit plans.
14. The Board shall advise all teachers and associated professionals that contribution to the Teachers' Pension Plan is a statutory requirement. The Board shall ensure that the appropriate deductions are made and remitted.
15. If approved by the benefit carriers and/or underwriters, the Board shall ensure that benefits begin from the starting date of employment.
16. If approved by the benefit carriers and/or underwriters, benefit coverage shall continue to the end of the next teaching month following a deduction of premiums.
17. The Board shall inform teachers by January 15th of the deadlines for claims under Article B.11.4 Extended Health Benefits Plan.

18. The Board shall provide the Union with a copy of all master benefit plans and shall provide annually the union a copy of the financial/actuarial statements for all benefit plans.

ARTICLE B.12 CATEGORY 5+ [EFFECTIVE SEPTEMBER 1, 2007]

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.
2. Criteria for Category 5+
 - a. The eligibility requirements pursuant to B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
 - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.
 - b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.
 - c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.
4. Application for Category 5+
 - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.
 - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

Transition Process

Note 1:

1. In school districts where Category 5+ existed on June 30, 2006:
 - a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable. **[Article B.23]**
 - b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.
2. In school districts where Category 5+ is being newly implemented:
 - a. This Article shall be effective retroactively to April 1, 2006. Employees shall have until June 30, 2008 to submit to the employer the TQS Category 5+ Card for payment of a retroactive salary adjustment.

Note 2:

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

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

ARTICLE B.20 ALLOWANCES FOR POSITIONS OF SPECIAL RESPONSIBILITY

1. Department Heads shall be paid an allowance, per annum, in addition to placement on scale, as follows:
 - a. July 1, 2006: \$ 2,740
 - b. July 1, 2007: \$ 2,809
 - c. July 1, 2008: \$ 2,879
 - d. July 1, 2009: \$ 2,951
 - e. July 1, 2010: \$ 3,010
2. District teachers shall be paid an allowance, per annum, in addition to placement on scale, as follows:
 - a. July 1, 2006: \$ 2,740
 - b. July 1, 2007: \$ 2,809
 - c. July 1, 2008: \$ 2,879
 - d. July 1, 2009: \$ 2,951
 - e. July 1, 2010: \$ 3,010

3. Consultants shall be paid an allowance, per annum, in addition to placement on scale, as follows:
 - a. July 1, 2006: \$ 5,312
 - b. July 1, 2007: \$ 5,445
 - c. July 1, 2008: \$ 5,581
 - d. July 1, 2009: \$ 5,721
 - e. July 1, 2010: \$ 5,835

4. Educational Psychologists and Educational Assessment Specialists shall be paid an allowance, per annum, in addition to placement on scale, as follows:
 - a. July 1, 2006: \$ 5,312
 - b. July 1, 2007: \$ 5,445
 - c. July 1, 2008: \$ 5,581
 - d. July 1, 2009: \$ 5,721
 - e. July 1, 2010: \$ 5,835

5. Coordinators shall be paid an allowance, per annum, in addition to placement on scale, as follows:
 - a. July 1, 2006: \$ 6,954
 - b. July 1, 2007: \$ 7,128
 - c. July 1, 2008: \$ 7,306
 - d. July 1, 2009: \$ 7,489
 - e. July 1, 2010: \$ 7,639

6. Team Leaders shall be paid an allowance, per annum, in addition to placement on scale, as follows:
 - a. July 1, 2008: \$ 2,879
 - b. July 1, 2009: \$ 2,951
 - c. July 1, 2010: \$ 3,010

ARTICLE B.21 TEACHER-IN-CHARGE

1. A Teacher-in-Charge vacancy shall be posted internally within the school.
2. In each school the Board shall fill the Teacher-in-Charge vacancy from among the applicants who responded to the internal posting.
3. In the event that any or all administrative officers assigned to the school are absent from the school, the Teacher-In-Charge may be assigned for periods not exceeding five days at any one time.
4. The Teacher-In-Charge shall not be responsible for the ongoing administrative or managerial duties, and specifically shall not have such responsibilities in relation to other teachers or parents.

5. The Teacher-In-Charge shall ensure that routine supervision necessary for the safety of students and security of the school is maintained and shall handle emergency matters with assistance from district supervisory staff.
6. The teacher shall be covered by the terms and conditions of this Agreement while designated as a teacher-in-charge.
7. A teacher who is designated as a teacher-in-charge shall be provided with any necessary teacher-on-call coverage as determined by the Administrative Officer and the teacher.

ARTICLE B.22 PLACEMENT

1. The placement of each teacher on the salary schedule shall be in accordance with the teacher's salary category as most recently determined by the provincial Teacher Qualification Service and by the teacher's years of experience. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted no later than November 15 for teachers commencing employment in September, and/or within three (3) months from other commencement date. If delays occur in obtaining documentation, the teacher shall be responsible for so advising the Board in writing within the time limits stated above.

The Joint Experience Committee shall be established and shall be composed of two (2) representatives of the Union and two (2) representatives of the Board.

2. The salary categories are established in accordance with the years of preparation as determined by the provincial Teacher Qualification Service. Where the Teacher Qualification Service will not make a determination the matter may be determined by the Joint Experience Committee.
3. Teaching experience equated in accordance with the years of experience (Article B.22.4) shall be recognized for placement on the salary schedule as follows:
 - a. full credit for teaching experience in all government inspected schools in Canada;
 - b. full credit for all other government tax-supported and inspected schools provided that the teacher's qualifications during those years of teaching were equivalent to those required to obtain a B.C. or Canadian certificate;
 - c. full credit for all teaching experience while on a faculty (full-time) of a recognized university, community college or technical institute, provided such person held a valid Canadian teaching certificate or equivalent, as recognized by TQS, at time of said experience.
 - d. upon approval of the Joint Experience Committee full credit for all teaching experience in a B.C. private school based on the following criteria:
 - i. the teacher in question held a valid B.C. Certificate while teaching in a private school;
 - ii. the courses taught in the private school followed the B.C. Ministry of Education curriculum;

- iii. textbooks used in the private school were prescribed or authorized by the Ministry of Education;
 - iv. students transferring from the private school in question to a B.C. public school would be allowed full course credit.
- e. teaching service or educational administrative service as a member of the staff of a Provincial Department of Education in Canada qualifies as teaching experience;
 - f. notwithstanding Article B.22.4.a, service for eight (8) months as a full-time staff member of a Faculty of Education recognized by the B.C. College of Teachers for certification purposes, while on secondment from a school District, shall carry a full year experience credit if that teacher is not otherwise receiving experience credit by teaching beyond the eight (8) months.
 - g. Service, while on leave from employment with the Board, as president of the Union, the BCTF, the BC College of Teachers or the CTF, shall earn credit as teaching experience for the purposes of pay increments on the salary scale in this agreement.
4. Teaching experience shall be defined as:
- a. the accumulation of ten (10) months of full-time equivalent employment constitutes one year's experience. Part-time employment will be pro-rated to full-time employment based upon percentage of appointment.
 - b. periods of not less than one (1) month of full-time equivalent employment will be counted as eligible experience. When these periods combined with months of experience earned in the current appointment total ten (10) months, it shall constitute one (1) year's experience.
 - c. periods of part-time employment and teacher on call employment within the District shall be added to periods of full-time employment.
 - d. for the purposes of this article eighteen (18) days teacher-on-call experience in the District shall constitute one (1) month of full-time equivalent employment.
5. The increment date shall be the first day of the teaching month subsequent to the month in which the increment was earned.
6. In the case of category five (5) plus fifteen (15) units, the Board will approve placement in the higher category as specified in Article B.23: Category Five (5) Plus Fifteen (15) Units. **[Effective September 1, 2007, this clause is replaced by Article B.12]**
7. Increases in salary resulting from increased qualifications will be granted when the teacher submits to the Board the TQS card showing the higher category.
- Such increases will be paid:
- a. from September 1st of the school year if the TQS card is received by the Board by December 15th.

- b. from January 1st of the school year if the TQS card is received by the Board by April 15th.
- c. from April 1st of the school year if the TQS card is received by the Board by August 31st.

The teacher shall be responsible for advising the Board in writing, within the prescribed time limits, if delays occur in obtaining their TQS card.

- 8. Industrial Education teachers and teachers of career preparation programs who are required by the Ministry to possess Journeyman's standing or equivalent occupational competency and related occupational experience employed by the Board shall be placed on category 4 of the salary scale or such higher category as determined by TQS. Where the Teacher Qualification Service will not make a determination the matter may be determined by the Joint Experience Committee.
 - a. Those teachers paid according to category 4 but not having professional certification shall:
 - i. be teaching a minimum of fifty (50) percent in the area of their specialty.
 - ii. have completed the Industrial Education Sponsored Program at U.B.C. or a recognized equivalent program at another post secondary institute.
 - iii. upon approval of the Joint Experience Committee be granted related experience increments up to a maximum of five (5) increments on the basis of one year's experience increment for each two (2) years of journeyman's experience subsequent to completion of apprenticeship.
 - iv. annually provide proof of successful completion of at least three (3) U.B.C. units of credit or their equivalent to qualify for an annual experience increment and to remain on the above scale. In any event, a teacher receiving salary payments under this article must complete the requirements for professional certification within a maximum of five (5) years after employment.
 - v. be granted a maximum of five (5) annual experience increments without full completion of professional certification (category four (4) - TQS).
 - b. Those teachers paid according to the salary category as determined by TQS shall:
 - i. be teaching a minimum of fifty (50) percent in the area of their specialty.
 - ii. upon approval of the Joint Experience Committee be granted related experience increments up to a maximum of five (5) increments on the basis of one year's experience increment for each two (2) years of journeyman's experience subsequent to completion of apprenticeship.
 - c. In those areas where the Ministry of Labour does not have a recognized apprenticeship program, then related experience increments in Article B.22.8.a.iii and B.22.8.b.ii above will be calculated based upon one experience increment for each two (2) years of related experience subsequent to completion of equivalent occupational competency upon approval of the Joint Experience Committee.

9. Teachers of Cafeteria career preparation programs who possess a standard certificate and Journeyman's standing shall be paid on Category 4.
 - a. Those teachers paid according to category 4 but not having professional certification shall:
 - i. be teaching a minimum of fifty (50) percent in the area of their specialty.
 - ii. upon approval of the Joint Experience Committee be granted related experience increments up to a maximum of five (5) increments on the basis of one year's experience increment for each two (2) years of journeyman's experience subsequent to completion of apprenticeship.
10. Teachers of career preparation programs who are required by the Ministry to possess Journeyman's standing or equivalent occupational competency and related occupational experience shall be granted related experience increments on the same basis as provided in Article B.22.8.c above upon the approval of the Joint Experience Committee.
11. Placement of Associated Professionals on the Salary Scale in Article B.1.5 Salary Scale shall be
 - a. at the category which is most nearly equivalent to the category of teachers based on years of university level training in the discipline;
 - b. at the experience level as determined by the Joint Experience Committee.
12. Disputes regarding Associated Professionals' placement on the Salary Scale shall be resolved by the Joint Experience Committee.

ARTICLE B.23 CATEGORY 5 PLUS 15 UNITS (30 CREDITS)

[Effective September 1, 2007, Article B.23 is replaced by Article B.12. See also Letter of Understanding No. 14 for Transitional Provisions]

1. Teachers possessing a Category 5 professional certificate plus fifteen (15) units (thirty (30) credits) of acceptable university credit applicable to the subjects being offered in the District shall be paid on the Category 6 /TQS 5+ scale. The following criteria shall determine applicability of courses for Category 5 plus fifteen (15) units (thirty (30) credits):
 - a. courses must be senior courses numbered 300 or higher, except two (2) of the courses to a maximum of three (3) units (six (6) credits), which are prerequisites, may be lower than 300.
 - b. courses must be in no more than two (2) different areas other than education and must be related courses that will better equip the teacher for classroom duties.
 - c. units must not have been used toward present or prior certification, and must be obtained simultaneously with, or subsequent to, present certification.
 - d. approval of courses must be obtained from the superintendent of schools prior to taking courses. Teachers already in possession of units will have the applicability of their courses evaluated by the superintendent of schools.

Teachers whose courses are not approved may submit the matter for final decision to the Joint Grievance Committee through the Union.

- e. teachers must apply in writing and provide an official university transcript of acceptable university credit for payment under this Article. Payment shall be from the first day of the month following application date.
- f. a Category 5 Professional Certificate plus fifteen (15) units (thirty (30) credits) of acceptable University credits, shall be defined as follows:

Units (credits) must be comparable to those offered by U.B.C.

For example: 15 units at U.B.C. prior to May 1991
= 15 units at University of Victoria
= 30 units at S.F.U.
= 45 units at U of Western Wash.

30 credits at U.B.C. as of May 1991
= 15 units at University of Victoria
= 30 units at S.F.U.
= 45 units at U of Western Wash.

ARTICLE B.24 SALARY PLACEMENT LETTER OF PERMISSION

1. Persons holding Letters of Permission shall be placed on the first step of Category 4 or on the first step of a higher category according to years of formal education beyond grade 12.
2. Placement on scale shall be made by the Joint Experience Committee.

ARTICLE B.25 REDUCTION IN SALARY

1. No teacher on staff shall incur a reduction in salary by the adoption of this agreement.

ARTICLE B.26 DAILY DEDUCTION RATE

1. The rate of deduction for one (1) day without pay shall be defined at 1/200th of the current annual salary of the teacher.

The salary of a teacher taking a leave of absence in excess of ten consecutive (10) days will be calculated in accordance with Article B.27 Adjustment for Partial Month Worked.

ARTICLE B.27 ADJUSTMENT FOR PARTIAL MONTH WORKED

1. Teachers who commence teaching or return to teaching after the first day of a school month or whose employment terminates or leave begins prior to the last day of a school month will receive, for that school month in which this occurs, payment of salary calculated as follows:

School days employed
in that school month
_____ x 1/10 Annual salary during that school year
Prescribed school days
in that month

ARTICLE B.28 ADJUSTMENT FOR CHANGE IN PERCENTAGE OF ASSIGNMENT

1. Teachers whose percentage of assignment changes during the school year will receive payment of salary for the period of each assignment calculated as follows:

Prescribed school days
under each assignment
_____ x Annual salary during that school year
Prescribed school days
in that school year

Payment incorporating this calculation for days worked to the date of assignment change, less salary paid to date will be made in the month of assignment change.

ARTICLE B.29 SUMMER SCHOOL

1. Teachers of summer school shall be paid at the rate of 1/1000th of Category 6/TQS 5+, Step 0, for each instructional hour.

ARTICLE B.30 PART-TIME TEACHERS BENEFITS

1. A regular part-time teacher is defined as a teacher who has a letter of appointment to this District to teach less than one hundred (100) percent of full-time.
2. A regular part-time teacher is to be paid on a pro-rata basis equal to the percent of the time appointed.
3. Regular part-time teachers, who have a letter of appointment to forty (40) percent or more of full-time, shall be eligible to receive benefits under Article B.11 Benefits of this agreement on the same basis as full-time employees.

Participation for regular part-time teachers, whose appointment is less than forty (40) percent of full-time, shall be optional. The Board's portion of benefit premiums shall be pro-rated to percentage of appointment.

4. Regular part-time teachers who have taught in this District for a period equivalent to ten (10) months shall be eligible for a salary increment on the next increment date following the completion of the ten (10) month period.
5. Sick leave shall be pro-rated to the percent of the time appointed.

6. Where a statutory holiday falls on a part-time teacher's normally scheduled day off, during a week in which school is in session, and the part-time teacher is not required to work on that day, the teacher shall have the option of receiving
 - a. payment in lieu thereof calculated at the part-time teacher's overall fraction of appointment multiplied by 1/200 of the annual salary for that teacher's scale placement, or
 - b. with mutual agreement between the teacher and the teacher's supervisor, time off equivalent to the part-time teacher's overall fraction of appointment multiplied by a regular teacher's average daily instructional assignment.
7. Teachers who move from full-time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full-year pension credit.
8. Where a parent-teacher conference day falls on a part-time teacher's normally scheduled day off and the part-time teacher is requested and agrees to attend for conferencing purposes, the teacher shall receive:
 - a. pay calculated on scale for the half day or full day worked, or
 - b. time off equivalent.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

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.
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.
3. Teacher-on-Call
 - a. Effective April 1, 2006, a teacher on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.b.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a teacher on call shall be credited one (1) day for each day worked and one-half (1/2) day for each half-day worked;
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.

- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with paragraph 1.
- 4. Effective July 1, 2006, an employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
- 5. No employee shall accumulate more than one (1) year of seniority credit in any school year.
- 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:

- 7. Principle of Security
 - a. The Employer and the Local agree that increased length of service in the employment of the Employer entitles all employees covered by this agreement to commensurate increase in security of employment provided the employee possesses the necessary qualifications for positions which are available.
 - b. This Article applies only to employees on a continuing appointment.
- 8. Definition of Seniority
 - a. In this article, "seniority" means an employee's aggregate length of service in the employment of the Employer, inclusive of service under term contract and part-time teaching. For the purpose of calculating seniority part-time teaching shall be credited fully as if it were full time service.

In addition to the foregoing, the seniority for an employee under a continuing contract shall include:
 - i. Teacher on call seniority accumulated pursuant to Article C.2.3; and
 - ii. Seniority ported in accordance with Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
 - b. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.a, the employee having the greatest continuous present service with the Employer shall be deemed to have the greatest seniority.
 - c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.b, the employee with the greatest number of days of teacher-on-call service with the Employer prior to appointment shall be deemed to have the greatest seniority.

- d. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.c, the employee having the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.
 - e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.8.d, the employee with earliest application for employment with the Employer shall be deemed to have the greatest seniority.
 - f. For the purpose of this article, the only leave of absence that does not count toward aggregate length of service with the Employer is personal leave in excess of thirty (30) days.
 - g. For the purpose of this article, continuity of service shall be deemed not to have been broken by resignation for the purposes of maternity followed by re-engagement within a period of thirty (30) months, or by layoff and recall pursuant to this article.
9. Seniority List
- a. The Board shall by October 15th of each year forward to each place of work and to the Union a list of all employees employed by the Board, in order of seniority calculated according to this article, setting out the length of seniority as of September 1st of that year.
 - b. An employee disagreeing with the seniority date as shown on this list may request a review of own employment records.

ARTICLE C.20 LAYOFF, RECALL AND SEVERANCE

1. Definition of Qualifications
- a. “Necessary qualifications” in respect to a teaching position means possession of a valid teaching certificate for the province of British Columbia, and a reasonable expectation, considering the teacher’s university education, equivalent training, classroom experience, that the teacher will be able to perform the duties of the position from the commencement date of the assignment and where the superintendent deems appropriate, a written commitment by the teacher to undertake a program related to the position to achieve a more fully qualified status relative to the new assignment within two (2) years of accepting the position. The Board shall determine necessary qualifications. A teacher disagreeing with the Board’s determination may appeal according to Article A.6 Grievance Procedure commencing at Step 3.
2. Security of Employment Based on Qualifications and Seniority
- a. When, for bona fide educational or budgetary reasons, the Board determines that it is necessary to reduce the level of educational programs or to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

- b. The Board and the Union agree that the Board has the powers to implement the provisions of Article C.20.2.a and agree that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this article otherwise dealing with transfers.
- c. Nothing in Article C.20.2.a or C.20.2.b shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
- d. The Board shall give each teacher whom it intends to layoff pursuant to this article, thirty (30) calendar days' notice in writing where the layoff is to be effective at June 30th, or forty-five (45) calendar days' notice where the layoff is to be effective during the school year. Such notice shall contain the reason for the layoff and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union.
- e. A teacher served notice pursuant to this article, who believes he/she possesses the necessary qualifications to perform the duties of a position occupied by a teacher with less seniority, shall make written application, outlining his/her qualifications for the position, to the superintendent's office within ten (10) working days of receipt of layoff notice. If the teacher's application is successful, he/she shall be placed in the requested position.

3. Right of Recall

- a. When a position on the teaching staff of the District becomes available the Board shall, except as otherwise provided in Article C.20.3.d below, offer the position to the teacher who has the most seniority among those who have been laid off pursuant to this article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of recall pursuant to this article.
- b. A teacher who is offered a position pursuant to Article C.20.3.a shall inform the Board whether or not the offer is accepted within seventy-two (72) hours, exclusive of weekends and Statutory Holidays, of the receipt of such offer. If the Board has not been notified within the allotted time, the teacher with the next greatest seniority shall be offered the position provided that the teacher has the necessary qualifications.
- c. The Board shall allow ten (10) working days from an acceptance of an offer under Article C.20.3.b for the teacher to commence teaching duties provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall not exceed thirty (30) calendar days. One (1) extension of up to thirty (30) days may be granted.
- d. A teacher's right to recall under this Article is lost if:
 - i. the teacher elects to receive severance pay under Article C.20.7 of this agreement; or

- ii. the teacher refuses to accept two (2) continuing positions of equal or greater percentage of time for which the teacher possesses the necessary qualifications; or
- iii. three (3) years have elapsed from the date of layoff under this article and the teacher has not been recalled

Article C.20.d.ii does not apply if at the time of such offer the teacher would have been entitled to maternity leave or is attending university and not more than three (3) years have elapsed since date of lay-off.

- e. Upon recall a teacher shall be entitled to a continuing appointment to the teaching staff of the District.
- f. A teacher on the recall list is responsible for keeping the Board informed of changes of name, address and phone number. Receipt of an offer of a position sent by registered letter at the last known address shall be considered receipt for the purposes of Article C.20.3.b.
- g. If the position accepted is a term appointment, the teacher shall retain the right to recall to a continuing appointment, for which the teacher is qualified, in accordance with this article. Any service accumulated during a term appointment shall not be credited to the teacher's seniority until he/she is recalled to a continuing appointment.

4. Sick Leave

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

5. Recall List

The Board shall maintain a recall list. Copies of that list will be sent to each person on that list and the Union at least once during the fall term and once during the spring term.

6. Benefits

- a. A teacher who retains rights of recall pursuant to Article C.20.3 shall be entitled, if otherwise eligible, to maintain participation in all employee benefits enrolled in prior to layoff, by payment of the full cost of such benefits to the Board.
- b. Within ten (10) days of commencement of layoff, teachers shall advise the Board whether they wish to waive or participate in their benefits.

7. Severance Pay

- a. A teacher on continuing appointment who has one (1) or more years of continuous service with the District and who is laid off under this article, save and except a teacher whose contract is terminated or who is dismissed for just and reasonable cause in accordance with the provisions of this agreement, 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) percent of one (1) year's salary for each year of service, or portion thereof, to a maximum of one (1) year's salary. Salary and service on which severance pay is calculated shall be based on the teacher's salary and the years of service at the time of the teacher's layoff.
- c. A teacher who receives severance pay pursuant to this paragraph and who, notwithstanding Article C.20.3, is subsequently rehired by the Board, shall retain any payment under the terms of this article, and in such case the calculation of years of service only for purposes of Article C.20.7.b, shall commence with the date of such rehiring.

8. Retraining

A teacher who retains rights to recall shall be entitled to make application for grants from the Board, for the purpose of retraining for available positions, and such application shall receive preferential consideration.

9. Application to non-teachers

The above provisions shall apply, with any necessary modifications, to any employees covered by this agreement who are not teachers as defined in the School Act.

ARTICLE C.21 APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT

- 1. All teachers appointed by the Board to the teaching staff of this District shall be appointed on a continuing contract except for:
 - a. term contract teachers
 - b. teachers on call
- 2. For the purpose of this agreement the Board shall appoint teachers to term contracts only when they are filling a specific position of one (1) month or more not to exceed one (1) year, where the position is temporarily existing or is vacant due to a teacher being on leave of absence.

ARTICLE C.22 TERM CONTRACTS

- 1. The Board shall appoint teachers to term contracts only when they are filling a specific position of one (1) month or more not to exceed one (1) year, where the position is temporarily existing or is vacant due to a teacher being on leave of absence.
- 2. The Board agrees to notify the Union of any positions temporarily existing which the Board will be filling. Notification shall be given to the Union prior to the filling of the position. The Superintendent or his/her designate shall, upon request, meet with the Union to discuss the nature and circumstances of the temporarily existing position.

3. Term contract teachers shall be granted full-time continuing contracts of employment not later than upon the completion of fifteen (15) months aggregate service in the employment of the Board. Such service must have been completed within a period of four (4) years. Should no vacancies be available at the time of granting the continuing contracts the teachers shall be placed on the recall list.

ARTICLE C.23 PART-TIME ASSIGNMENT

1. A teacher with a continuing full-time appointment to the teaching staff of the District may, without prejudice to their right to return to full-time status, request a continuing part-time assignment, specifying the fraction of time desired. The request shall be for a minimum of a full school year, and must be submitted by March 31st preceding the effective school year of the part-time leave of absence.
2. The Board shall not unreasonably refuse such a request.
3. If the request is granted, the teacher, at the expiration of the period of time for which the reduced assignment has been approved, shall return to the same or similar continuing full-time position in the same school unless transferred pursuant to Article E.22 Filling Vacant Positions.
4. The teacher may request return to a full-time assignment at a date earlier than the expiration of the reduced assignment, with placement to be made when and where possible as determined by the Board pursuant to Article E.22 Filling Vacant Positions.
5. Teachers on part-time assignment who wish to apply for an additional available part-time position, shall be considered provided there is no conflict between the teacher's current position and the additional position applied for. Part-time teachers wishing to be considered for part time positions becoming available during the school year shall advise the Board of their interest in writing.
6. Pursuant to this article teachers who move from full-time employment to a part-time assignment shall be considered to be on leave so that they may purchase pensionable service to provide for a full-year pension credit.

ARTICLE C.24 JOB SHARING

1. Two employees may decide to share a position. The job sharing assignment request shall not unreasonably be denied.
2. The job-sharing request shall be submitted by April 30 preceding the effective school year of the job-sharing assignment.
3. Salary shall be pro-rated according to the percentage of time worked by each employee.
4. The Board shall pay the benefit contributions provided in the Collective Agreement pursuant to Article B.30 Part-Time Teachers Benefits.

5. When one of the employees agrees to work due to the temporary absence or illness of the other employee, that employee shall receive payment at full scale placement for percentage of time worked.
6. Each employee is considered for all other purposes to be on leave of absence with respect to the time not worked, pursuant to Article C.23 Part-Time Assignment.
7. The job-sharing assignment will commence the first day of school and run for a complete school year. Annually the employees may request the job sharing assignment be renewed and such request shall not unreasonably be denied.
8. Job-sharing employees may transfer as a job-sharing unit to another school pursuant to Article E.22 Filling Vacant Positions and Article E.23 Transfer and Assignments.
9. Termination of Job Sharing

Employees wishing to terminate job sharing shall do so only at the end of the school year. If one employee is unable to continue to the end of the school year then the other may:
 - a. volunteer to take over the full position, or
 - b. choose a new partner. The request for the named new partner shall not unreasonably be denied.

Failing the employee exercising rights under (a) or (b) the Board may fill the position pursuant to Article E.21 Posting Vacant Positions and Article E.22 Filling Vacant Positions
10. Upon completion of a job-sharing assignment, unless it is renewed pursuant to Article C.24.7 above, the employee shall be entitled to return to the percentage assignment time held prior to the shared assignment, pursuant to Article E.22 Filling Vacant Positions.

ARTICLE C.25 TEACHERS ON CALL

1. Teachers on call List
 - a. The Board shall maintain a list of teachers on call. The Board shall forward a copy of such list with phone numbers (except unlisted) and addresses to the Union in the month of September and in the month of January in each school year. Changes to the list shall be provided monthly. The September list shall be in order of accumulated days of teaching-on-call in Langley.
 - b. The Board shall not remove a teacher on call from the list except for just and reasonable cause bearing in mind the nature of teacher on call work. When a teacher on call is removed from the list, written reasons shall be given to the teacher on call with a copy to the Union.
2. Teachers on call Hiring
 - a. In appointing teachers on call, the Board shall, pursuant to Section 19 of the School Act, select a person on the list qualified for the assignment who possesses a valid B.C. teaching certificate, in preference to a person not possessing such a certificate.

- b. The Board may assign persons not on the list to a teacher on call assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.
 - c. A teacher may, for educational reasons, request a specific teacher on the list to act as a teacher on call.
 - d. Subject to [c] above, and subject to operational requirements, the Board shall make every reasonable attempt to provide equal employment opportunity to the persons on the teacher on call list by offering employment to the first person on the list with the necessary qualifications and continuing in that order until everyone on the list has been contacted before repeating the cycle
 - e. When a teacher on call completes twenty (20) days continuous teaching on the same assignment, a term contract shall be granted retroactively to the commencement of the assignment.
 - f. The teacher on call initially assigned to a class where the teacher is absent for an indefinite time shall normally be permitted to continue the assignment until the absent teacher returns unless special skills are necessary to maintain an ongoing program or the teacher on call does not have the required training and experience for the ongoing assignment.
3. Except in an emergency, the teacher on call shall be required to assume only the duties of the teacher the teacher on call is replacing.

The teacher on call may be required to perform the duties of more than one teacher provided that they are informed of such duties at time of call out.

4. Continuous Assignment

- a. After twenty (20) days of continuous employment a teacher on call may use sick leave at the rate of one and one half (1.5) days for each twenty (20) days of teacher on call service on the same assignment, cumulative on the same assignment. During the first twenty (20) days of continuous service, absence of up to two (2) days due to illness will not constitute a break in service.
- b. A teacher on call's continuous service shall not be considered broken by:
 - i. a non-instructional day
 - ii. a strike or lockout
 - iii. a one (1) day's absence of the teacher-on-call due to illness or accident.
- c. In the event that a teacher on call's assignment of five (5) days or more in length is interrupted by the return of the teacher who subsequently is absent within one (1) working day, the teacher on call shall be reassigned, unless the teacher on call agrees otherwise, and the assignment shall proceed as if it had not been broken for salary or contract provisions which depend upon the length of the assignment.

5. On the sixth (6th) and subsequent days teaching for the same teacher, a teacher on call will be entitled to attend any non instructional days occurring during that assignment, with pay.

The following articles do not apply to teachers on call: B.11 Benefits; C.2 Seniority; C.20 Layoff, Recall and Severance; C.26 Dismissal Based on Performance; and any leaves of absence provided for in this agreement.

[See Article B.2 Teacher on Call Pay and Benefits and Article B.11 Benefits.]

ARTICLE C.26 DISMISSAL BASED ON PERFORMANCE

1. The Board shall not dismiss a teacher for unsatisfactory performance except where the Board has received three consecutive reports pursuant to Article C.28 Evaluation of this agreement indicating that the work of the teacher and/or the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports referred to in Article C.26.1 shall be prepared pursuant to the School Act and Regulation and in accordance with the process established in Article C.28 Evaluation of this agreement, and in accordance with the following conditions:
 - a. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months exclusive of leave of absence in excess of one (1) month. The evaluation process shall not resume within twenty (20) working days of the return from such leave of absence, all of which is excluded from the twenty-four (24) months. In the event that a teacher receives a less than satisfactory report, the teacher may;
 - i. request a transfer in which case the Board shall make all reasonable efforts to arrange the transfer of the teacher to a suitable assignment or school; or
 - ii. request and be granted leave of absence without pay of up to one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months or more than six (6) months after the teacher has returned to teaching duties. The period of leave and the three (3) month delay shall not count for purposes of the twenty-four (24) months.
 - b. At least one of the reports shall be a report of a superintendent of schools, an assistant superintendent of schools, or a director of instruction.
 - c. The other two reports shall include only reports of:
 - i. a superintendent of schools, or an assistant superintendent of schools, or director of instruction, or
 - ii. the supervising principal of the teacher.
 - d. The reports shall be written by three different evaluators.
 - e. The reports shall be written independently.
 - f. The teacher shall have the right to request a different evaluator.

3. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall, no later than two (2) calendar months prior to the intended termination date, notify the teacher and the president of the Union of such intention and provide an opportunity for the teacher and the teacher's representative to meet with the superintendent and the Board within fourteen (14) days of such notice.
4. Where the Board decides to dismiss a teacher for unsatisfactory performance, it shall, no later than one month prior to the termination date, issue notice of dismissal setting out the grounds for such action.

ARTICLE C.27 DISCIPLINE AND DISMISSAL FOR MISCONDUCT

1. The Board shall not discipline or dismiss any person bound by this agreement save and except for just and reasonable cause.
2. Where the Board intends to initiate an investigation for any cause, the employee and the Union shall be advised in writing of that fact and of the particulars of any allegation(s) immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event before any action is taken by the Board, and the employee shall be advised of their right to representation under Article A.26 Right to Representation
3. The Board shall not suspend (other than a suspension to which Section 15(5) applies) or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which
 - a. the employee and the Union shall be given seventy-two (72) hours notice;
 - b. at the time such notice is given, the employee 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.27.3, 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 up to four (4) representatives 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.
4. Where an employee is suspended under section 15(5) of the School Act, the Board shall, prior to taking further action under section 15(7), hold a meeting pursuant to Article C.27.3, unless the right to such meeting is waived by the Union.

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.
6. Notwithstanding Article A.6 Grievance Procedure, where an employee has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal or suspension directly to arbitration provided for in that Article.
7. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file.

[See Local Letter of Understanding No. 2 Re: Discipline and Dismissal for Misconduct, page 95.]

ARTICLE C.28 EVALUATION

1. All reports on the work of a teacher shall be in writing.
2. At least ten (10) teaching days prior to commencing the observations the evaluator shall meet with the teacher and seek agreement on the purpose of the evaluation, the time span and scheduling of observations and the criteria to be applied. The criteria shall be consistent with those set out in Local Appendix A of this agreement. The evaluator shall also advise the teacher about the right to representation under Article A.26 Right to Representation.
3. Application of the criteria shall take into consideration aspects of the learning situation over which the teacher does not have responsibility or control.
4. Each report shall be based on a reasonable number of observations which reflect the teacher's assignment, a minimum of three and a maximum of six unless the teacher and the evaluator agree otherwise.
5. Involvement or non-involvement in extra-curricular activities shall not be included in the report.
6. Observations for the purposes of evaluation may be made any time except during abnormal or inappropriate times. The teacher shall have the opportunity to select up to half the observation times. No such observations shall be made in the first fifteen (15) teaching days of an assignment or in the first fifteen (15) teaching days after a change in assignment.
7. Within three teaching days following each observation, the evaluator shall meet with the teacher to discuss the evaluator's observations. Such observations shall be provided to the teacher in writing within three teaching days of the observation.
8. Reports shall be prepared only by evaluators authorized under the School Act and School Regulation and shall be prepared independently and without collaboration on content or results.
9. Reports shall reflect any discrepancy between the teacher's assignment and the teacher's professional training and experience. Wherever possible the report shall be on the teacher's assignment in the teacher's prime area(s) of expertise.
10. The content of a report shall be an objective description of teaching performance. Judgments shall be substantiated.

11. Except by mutual agreement of the teacher and the evaluator, evaluation reports must be completed in the work year in which they are initiated.
12. The teacher shall be given a draft copy of a report at least seven (7) days prior to the preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator to propose changes to the draft. The evaluator shall endeavor to complete the final report within thirty (30) days of any meeting under this clause.
13. In the event of a less than satisfactory report:
 - a. the teacher shall be notified of the right to representation under Article A.26 Right to Representation, and
 - b. a plan of assistance jointly developed by the teacher and the evaluator shall be made available to the teacher, **[See Local Letter of Understanding No. 6 Re: Plans of Assistance.]**
 - c. the commencement of further observations shall take into consideration any plan of assistance and time frames under this agreement.
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 for a reasonable period of time.
15. Any dispute with respect to the application of procedures contained in this article shall be subject to the grievance procedure, Article A.6 Grievance Procedure.
16. The teacher shall have the right to submit to the evaluator, within thirty (30) teaching days of receipt of the final report, a written commentary on the report which shall be filed with all copies of the report.

SECTION D WORKING CONDITIONS

ARTICLE D.1 REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK

ARTICLE D.2 REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

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*.
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.
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.
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.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
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.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and

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

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

ARTICLE D.4 PREPARATION TIME

[Article D.4.1 through D.4.3 is not applicable in SD. No. 35 (Langley). See Article D.20.]

ARTICLE D.5 MIDDLE SCHOOLS

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.
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.
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.
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.
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.
6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.20 WEEKLY INSTRUCTIONAL ASSIGNMENT

- 1. Instructional assignment shall be defined as time during the school day for instructional purposes assigned to teaching courses and lessons, including time assigned to study periods.
- 2. Pursuant to the School Calendar Regulation established by legislation and regulation:

The maximum weekly instructional time for a full-time elementary teacher shall be 1335 minutes per week. A minimum of an additional 90 minutes per week shall be provided for purposes of preparation.

The maximum weekly instructional time for a full-time middle school teacher shall be 1352 minutes per week. A minimum of an additional 193 minutes per week shall be provided for purposes of preparation, which shall include a minimum of 39 minutes per week team-directed common planning time.

The maximum weekly instructional time for a full-time secondary teacher shall be 1352 minutes per week. A minimum of an additional 193 minutes per week shall be provided for purposes of preparation.
- 3. The instructional time for part-time teachers shall be pro-rated.
- 4. In an elementary school, the duration of the school day shall not exceed six hours inclusive of:
 - a. instructional time, 15 minutes of recess and preparation time (the sum total not to exceed five hours)
 - b. a regular noon intermission.
- 5. In a middle school, the duration of the school day shall not exceed 6 hours and 30 minutes inclusive of:
 - a. Instructional time, time for students to change classrooms and preparation time (the sum total not to exceed 5 hours and 30 minutes).
 - b. A regular noon intermission
- 6. In a secondary school, the duration of the school day shall not exceed six hours and 30 minutes inclusive of:

- a. instructional time, time for students to change classrooms, and preparation time (the sum total not to exceed five hours and 30 minutes)
 - b. a regular noon intermission.
7. Part-time assignments shall be scheduled in consecutive teaching blocks.
8. Preparation time shall be scheduled in blocks of no less than 30 minutes in duration unless requested otherwise by the teacher in writing.
9. Part-time teachers of .375 F.T.E. or more, shall receive pro-rated preparation time based upon their time of assignment.

ARTICLE D.21 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

1. When new construction or major school renovations have been approved, the Board shall offer the opportunity for representatives of the teaching staff of the affected school to participate in the planning process.

ARTICLE D.22 AVAILABILITY OF TEACHERS ON CALL

1. When a teacher is absent from the workplace the Board will normally provide a teacher on call to replace that teacher if a teacher on call has been requested by the teacher or principal, provided a teacher on call is available.
2. Teachers, except teachers on call and those teachers whose assignment is that of a permanent teacher on call, shall not be required:
 - a. to perform the tuition or instructional duties of a teacher who is absent
 - b. to supervise the students of a teacher who is absent except in emergency situations.

ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS

1. The annual salary established for teachers covered by this Agreement, shall be payable in respect of the teacher's regular work year.
2. Pursuant to the Standard School Calendar established by legislation and regulation:
 - a. the regular work year shall be scheduled from and including the first Tuesday after Labour Day to and including the last Friday in June, or if the last Friday in June falls on or before June 25, June 30.
 - b. the first day of Winter Break shall be on the Monday preceding December 26. Schools shall re-open on the Monday following January 1 unless January 1 is a Friday, Saturday or Sunday in which case schools shall re-open on the following Tuesday.

- c. the first day of Spring Break shall be the third Monday in March. School shall re-open on the fourth Monday of March. If the fourth Monday in March is Easter Monday, schools shall re-open for the Wednesday following the fourth Monday in March.
 - d. the regular work year for teachers shall include:
 - i. no fewer than five (5) non-instructional days pursuant to Article F.21 Professional Development Days.
 - ii. two half days for report card preparation.
 - iii. two half days to allow for assessment/evaluation and/or the designing of educational programs.
 - e. The first day of the work year will be a day for organization. Students shall be in attendance for up to one-half the day.
 - f. The last day shall be an administrative day with no students in attendance.
 - g. The Board shall shorten 4 school days of a school by not more than one hour for the purpose of facilitating parent-teacher interviews related to student progress.
3. Any work performed by teachers covered by this Agreement beyond the teacher's work year, shall be voluntary.
 4. All Board requests for a teacher to work beyond the regular work year will be in writing as far in advance as possible. A teacher who is requested and agrees to work beyond the regular work year shall receive at the teacher's option:
 - a. payment at the rate of 1/200th of the teacher's annual salary for each day worked, or
 - b. the equivalent release time during the regular work year. Every reasonable effort shall be made to accommodate the wishes of the teacher with respect to the scheduling of this release time.
 5. Nothing in this article shall prevent the Board from offering, or a teacher from accepting a fixed-sum contract for a specific project provided the Union receives notice of all such projects and the project does not consist of or include work of a kind that would normally be performed by a teacher.
 6. If the work requested requires the teacher to travel more than twenty (20) km from the normal worksite, the teacher shall be paid mileage reimbursement pursuant to Article B.10 Reimbursement for Mileage and Insurance for travelling costs and, if applicable, reasonable expenses for accommodation, meals and other expenses, upon submission of a district expense voucher.
 7. Where a statutory holiday falls on a full-time teacher's normally scheduled day off, during a week in which school is in session, and the full-time teacher is not required to work on that day, the teacher shall have the option of receiving:
 - a. payment in lieu thereof calculated at 1/200 of the annual salary for that teacher's scale placement, or

- b. with mutual agreement between the teacher and the teacher's supervisor, equivalent time off.
8. For the purpose of introducing Kindergarten students to school, teachers of Kindergarten, in consultation with the principal, shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children for the first five days after the opening of school.

ARTICLE D.24 ITINERANT TEACHERS

- 1. Travel time between instructional assignments of itinerant teachers shall be calculated as part of the teacher's total instructional assignment as determined by Article D.20 Weekly Instructional Assignment.
- 2. Itinerant teachers shall be reimbursed for travel expenses in accordance with Article B.10 Reimbursement for Mileage and Insurance.
- 3. Itinerant teachers shall have reasonable access to telephones, clerical time, storage facilities, work space and supplies.

ARTICLE D.25 SUPERVISION

- 1. No teacher shall be required to perform supervision duties during the regularly scheduled noon intermission of the school.
- 2. The maximum supervision duty which may be required of any teacher shall be fifteen (15) minutes per week.

ARTICLE D.26 BREAK FOR TEACHERS OF KINDERGARTEN

- 1. Teachers of Kindergarten students shall not be required to perform instructional duties or to remain in their classroom during a fifteen (15) minute break which shall be scheduled for each two and one-half hour class.

ARTICLE D.27 REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK

ARTICLE D.28 REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK

ARTICLE D.29 REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK

ARTICLE D.30 REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK

ARTICLE D.31 HOME EDUCATION

1. Pursuant to the School Act and Regulation a home-schooled student is a child who is:
 - a. educated at home or elsewhere by a parent who has registered the child in a school of the parent's choice over which the Board has jurisdiction; and
 - b. provided access to a school's educational services in accordance with the Regulation.
2. A teacher assigned responsibility for any educational services to home-schooled students shall be given adequate time to provide such services within the weekly instructional assignment.
3. **Removed by Legislation/ Intentionally Left Blank**

ARTICLE D.32 BEGINNING TEACHER

1. In determining the teaching assignment of a beginning teacher the principal in consultation with the staff shall consider the following:
 - a. the instructional assignment
 - b. class demands
 - c. mentor support
 - d. orientation

ARTICLE D.33 STAFF MEETINGS

1. At least seven (7) days notice of regular staff meetings shall be given, including the agenda of items to be considered.
2. All staff members shall have the right to place items for consideration on the staff meeting agenda.
3. Written minutes of staff meetings shall be kept and circulated to all staff members.
4. Wherever practicable, teachers shall attend staff meetings called by the principal. Teachers shall not be required, except in emergency situations, 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 recess or during the noon intermission.
5. Teachers shall not be required to attend staff meetings on weekends, holidays or outside of the regular work year as defined in Article D.23 Regular Work Year for Teachers.

ARTICLE D.34 EXTRA-CURRICULAR ACTIVITIES

1. The Board and the Union agree that all extra-curricular activities are voluntary.
2. Extra-curricular activities shall not form any part of job description or posting.
3. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
4. During the life of the agreement the Union agrees that the Executive Committee or the Staff Representative Assembly shall not direct withdrawal of participation by teachers in extra-curricular activities.
5. While voluntarily involved in Board approved extra-curricular activities, teachers shall be considered to be acting in the employ of the Board for purposes of coverage by the Board's insurance.
6. The Board agrees not to enter into an agreement with any teacher which reduces the hours of instruction for providing extra-curricular activities.

ARTICLE D.35 HEALTH AND SAFETY COMMITTEE

1. A Health and Safety Committee shall be established. The Committee shall include two (2) representatives of the Board and two (2) representatives of the Union. The chairperson and the secretary shall be elected by and from the members of the Committee. Where the chairperson is a representative of the Board, the secretary shall be a representative of the Union and vice versa. Minutes of the Committee meetings shall be kept and copies forwarded to the Board and the Union. The Committee and the Union shall be notified immediately of each accident or injury. The Committee shall hold meetings as requested by the Union or by the Board.
2. The purpose of the Committee shall be:
 - a. to assist in maintaining a safe and healthful work environment.
 - b. to monitor accidents and injuries, investigate as necessary and make recommendations to the Board and the Union.
 - c. to investigate complaints of unsafe or unhealthy conditions which have not been resolved at the school/department level and make recommendations to the Board and the Union.
 - d. to determine that regular inspections of the place of employment, including a health and safety audit by the Workers' Compensation Board if necessary, are carried out as required by regulation 3.5 to 3.9 of the Occupational Health and Safety Regulations, Workers' Compensation Act of British Columbia.
 - e. to recommend measures required to attain compliance with the Workers' Compensation Act and Regulations.
 - f. to consider recommendations, from the Union, in accordance with the Workers' Compensation Act and Occupational Health and Safety Regulations and recommend implementation where warranted.

ARTICLE D.36 HEALTH AND SAFETY

1. Classes shall be conducted in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic and safe for teachers and students.
2. No teacher shall be disciplined for refusal to work on a job which the teacher has reasonable cause to believe is not safe.
3. The parties recognize that students exhibiting violent behaviour may pose safety concerns for both the teacher and other students and the teacher shall have the right under these circumstances to invoke Article D.36.2.
4. A teacher who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the full day without deduction from sick leave unless a doctor or a nurse states that the teacher is fit for further work on that day. Transportation to the nearest physician or hospital for teachers requiring medical care as a result of an accident or injury shall be at the expense of the Board.
5. The Board shall pay an allowance per annum to a teacher at each worksite who agrees to be designated by the Board as a Level II First Aid Attendant and who holds a valid Industrial First Aid Certificate. The teacher shall be reimbursed for the cost of the course fees, subject to successful completion of the course. It is the responsibility of the teacher to apply for this reimbursement and provide proof of completion. The allowance per annum shall be:
 - a. July 1, 2006: \$ 523
 - b. July 1, 2007: \$ 536
 - c. July 1, 2008: \$ 549
 - d. July 1, 2009: \$ 563
 - e. July 1, 2010: \$ 574
6. The Board shall maintain an earthquake preparedness education plan for each worksite and the plan shall be used to educate students and staff.
7. The Board shall ensure that each work site has a copy of the Occupational Health and Safety Regulations of the Workers' Compensation Board as well as a copy of the Occupational Environmental Regulations of the Workers' Compensation Act.

ARTICLE D.37 STUDENT MEDICATION AND MEDICAL PROCEDURES

1. Student medication and medical procedures in District schools shall be as follows:
 - a. teachers have a duty to render assistance in an emergency;
 - b. teachers shall not be called on to administer medication nor administer other medical procedures on a regular or predictable basis;

- c. the Board shall establish policies that require schools to establish systems for administering medication and other medical procedures after consultation with parents, family physicians, the public health nurse and the medical health officer.

ARTICLE D.38 UNION INVOLVEMENT IN BOARD BUDGET PROCESS

1. The Union shall have the right to provide input prior to a meeting where the Board or Board officials set the District's budget.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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.
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.
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

1. General

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

2. Definitions

- a. For the purpose of this article harassment shall be defined as including:
 - i. sexual harassment; or
 - ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or

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

3. Resolution Procedure

a. Step 1

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

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.

- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.
- c. Step 3
 - i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
 - ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

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.

5. Informal Resolution Outcomes

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

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 NEW POSITIONS

1. Any position not described in this agreement shall be considered a new position.
2. The Board shall notify the Union of all such new positions to be offered in the District and provide to the Union a written job description of the new position(s).
3. The Board agrees that it will not unilaterally exclude a new position from the bargaining unit and that disputes with respect to whether a new position should be included in the unit will be resolved pursuant to Article E.20.4.
4. In the event that the parties do not agree on the inclusion or exclusion of the position within thirty (30) days the matter may be referred to arbitration under Article A.6: Grievance Procedure.
5. An arbitrator appointed pursuant to this Article to determine an inclusion or exclusion shall consider:
 - a. the definition of “employee” in the Labour Relations Code and the functions that form the basis for the exclusions;
 - b. the duties of a Director of Instruction as in the School Act and Regulation;
 - c. whether or not the duties outlined in the School Act and Regulation are being carried out.
6. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
7. The salary, or allowance if any, shall be the subject of negotiations between the Union and the Board, and the results of such negotiations shall be made retroactive to the date the new position was filled. Until such time as negotiations conclude, the incumbent shall be paid an interim salary, as set by the Board. In such negotiations the Board shall provide the Union with the job description. Whenever possible the salary, or allowance if any, shall be negotiated before the position is filled.
8. In the event that the parties fail to reach agreement on the salary, or allowance, within thirty (30) school days, the matter shall be referred to arbitration under Article A.6: Grievance Procedure. By mutual consent, the time limit may be extended.
9. Pursuant to Article E.20.10 and Article E.20.11 “position” means individual jobs or assignments.

10. Where the inclusion or exclusion of a position is in dispute, the issue of whether or not the position is, in substance, that of a teacher and/or is in the bargaining unit is an issue which can be grieved under the grievance procedure in the collective agreement.
11. In the event that an issue of the sort referred to in Article E.20.9 is not settled in the grievance procedure, either party may refer the issue to arbitration for binding determination.

ARTICLE E.21 POSTING VACANT POSITIONS

1. Vacancy means a newly created position or an existing position vacated by an incumbent which the Board intends to fill. A position filled by a teacher on a term appointment does not become a vacancy during the school year if the incumbent's leave is extended and the term contract teacher continues in the position. Should the leave of absence continue into the next school year, the position is posted as a vacancy. All teachers in the district are eligible to apply for all vacancies pursuant to Article E.22 Filling Vacant Positions.
2. A list of all vacancies and new positions of 20 days duration or longer, except for Article C.25.2.f Teachers on call, shall be posted on bulletin boards in all schools and centres of the school district as soon as they become known, for a period of seven (7) calendar days. Copies of all postings shall be forwarded to the Union at the time of posting.
3. A position to which a teacher is returning from a leave of absence of two years or less in duration is not a vacancy.
4. Vacancies for positions of Department Head/Team Leader are required only to be posted in the school which has the vacancy.
5. Advertising outside the district may coincide with, but not precede, the internal postings.
6. During July and August vacancies shall be posted on the School District No. 35 website.
7. Every posting shall contain the following information:
 - a. identification of the position to be filled, i.e., subject area(s), grade level(s) and work location(s), full-time or specified part-time, and any other salient descriptive information;
 - b. start date, and if applicable, end date;
 - c. required qualifications, which shall be reasonable, bona fide requirements for the position.

ARTICLE E.22 FILLING VACANT POSITIONS

[Local Letter of Understanding No. 4 modifies Article E.22 Filling of Vacant Positions until June 30/2011.]

1. The Board and the Union agree that fair posting and filling practices are desirable and part of a harmonious employment relationship.

2. Vacancies other than those of special responsibility shall be filled in the following priority provided that the teacher has the necessary qualifications to perform the duties of the vacant position:
 - a. teachers returning from a leave of absence of longer than two (2) years;
 - b. continuing appointees transferred pursuant to Article E.23 Transfer and Assignment;
 - c. teachers on the recall list pursuant to Article C.20 Layoff, Recall and Severance;
 - d. teachers requesting transfer pursuant to Articles C.26 Dismissal Based On Performance, Article E.28 Anti-Racism, Article E.2 Harassment / Sexual Harassment, E.29 Falsely Accused Employee;
 - e. continuing appointment teachers who apply for a posted position;
 - f. part-time continuing appointment teachers who apply for a posted position which would increase the time of their appointment;
 - g. teachers with at least three (3) months aggregate service on term contracts pursuant to Article C.22 Term Contracts who apply for a posted position, and who have not received a less than satisfactory report.

Necessary qualifications shall be defined as in Article C.20 Layoff, Recall and Severance.

In each of the groups defined in Article E.22.2.a, E.22.2.b, E.22.2.d, E.22.2.e, E.22.2.f and E.22.2.g above, when the necessary qualifications and other skills related to the position of two (2) or more teachers are relatively equal, the position shall be offered to the applicant with the greater/greatest seniority.

3. Teachers who have received term contracts of less than three (3) months duration or teachers on call who are on the teacher on call list and who have a minimum of fifty 50 days teacher on call service in the previous twelve (12) months, at least 2 periods of 6 days each which are continuous in the same assignment, with the district and who have made application shall be given prior consideration.
4. If not selected for a posted position, the teacher shall be notified in writing within ten (10) teaching days.
5. If a continuing appointment position requires filling during the school year and the successful applicant is currently employed in another position which may conflict with the assignment of the position to be filled, the successful applicant shall fill the position at the beginning of the next school year. For the intervening period, the position may be filled by a teacher on a term appointment.

ARTICLE E.23 TRANSFER AND ASSIGNMENTS

1. Transfers Initiated by the Board

- a. The superintendent, or designate, intending to recommend transfer of a teacher for reasons other than declining enrollment shall meet with the teacher at least seven (7) days prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher and the Union. At such meeting the teacher may be accompanied by a member of the Union. The teacher shall have the opportunity to consider the matter and shall have five (5) days to reply.
- b. Transfers shall not be initiated by the Board for arbitrary or disciplinary reasons.
- c. Where the Board initiates a transfer from the staff of a school for reasons of declining enrollment, position reduction or other such factors:
 - i. unless a more senior teacher agrees to be transferred, the transfer shall be effected in reverse order of district seniority of teachers in that school, provided that the teachers retained on the staff of the school possess the necessary qualifications for the positions available;
 - ii. if not, the principal will match the educational needs of the school with the necessary qualifications of school staff members. This process may require teachers to teach courses or grade levels they are qualified to teach but which might not have been their preference;
 - iii. those teachers declared surplus to the school will be designated for transfer in reverse order of seniority;
 - iv. by April 30 schools shall normally have identified surplus staff and vacancies;
 - v. subject to Article E.22 Filling Vacant Positions teachers declared surplus shall be placed on a Priority Transfer List and as such will have all existing vacancies identified to them upon placement on the list in order to indicate their preferences for positions for which they possess the necessary qualifications;
 - vi. teachers transferred under these provisions shall be notified of their reassignment in accordance with Article E.23.1.a;
 - vii. a teacher who is transferred for reasons of projected enrollment decline, position reduction or other such factors shall have, where practicable, the opportunity of returning to the original school in the event that it is known within 5 days after the commencement of the school year that the projected factors did not actually materialize.
- d. Where the Board initiates a transfer after the start of a school year, and where the assignment is different from the current assignment, the Board will assist the teacher in relocation of materials if required and may provide some preparation time prior to resumption of actual teaching duties.

- e. the Board may transfer a teacher to an assignment involving a significantly different grade level or significantly different subject area, only if:
 - i. there remain no vacancies in the teacher's existing grade level or subject area for which the teacher has the necessary qualifications;
 - ii. the teacher has the least district-wide seniority among teachers in the teacher's existing grade level or subject area;
 - iii. the Board provides adequate support and in-service release time to ensure professional retraining commensurate with the degree of change of assignment;
 - iv. the teacher is offered priority in future vacancies in the teacher's existing grade level or subject area, second only to teachers entitled to priority under Article E.22 Filling Vacant Positions.
- f. Except in extraordinary circumstances, any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three school years.
- g. Transfers initiated by the Board shall be completed no later than June 10 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by that date.

2. Transfers Initiated by a Teacher

- a. Teacher initiated transfers are effected by the posting process except as provided below.
- b. Teachers who hold comparable positions may mutually request to exchange their positions provided the exchange does not constitute an increase or decrease in appointment. Such request shall not be unreasonably denied.
- c. The request to exchange positions shall be submitted by April 30 preceding the effective school year of the position exchange.
- d. The exchange of positions will commence the first day of school and run for a complete school year.

ARTICLE E.24 ASSIGNMENT IN SCHOOL

- 1. The following provisions shall apply to changes in assignment(s) including changes made during the year-end staffing process.
- 2. Alterations in a teacher's assignment shall be made only within the teacher's teaching position and in accordance with the teacher's appointment.
- 3. Alterations of assignment within a teaching position are not posted.

4. Assignment within a school shall take into consideration academic and technical qualifications, training, experience, **Removed by Legislation / Intentionally Left Blank**, number of teaching locations, number of preparations, personal preference of the teacher and the educational and time tabling needs of the school.
5. Notwithstanding Article E.24.2, where declining grade and/or course enrollments necessitate assignment changes that would result in a reduction of a teacher's appointment, the teacher shall be offered any additional available assignments in the school, provided the teacher has the necessary qualifications. Such changes in assignment need not be posted.
6. A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable, staff assignments for the next school year and the teaching positions required in the school.

ARTICLE E.25 PERSONNEL FILES

1. There shall be only one (1) personnel file for each teacher, maintained at District Office. Any file on a teacher kept at a school shall be forwarded to the District Office or destroyed when the teacher leaves that school. Teacher personnel files shall be kept in locked, secure storage.
2. Upon receiving reasonable notice from a teacher, the superintendent, in respect of the District file, or the principal of the school, in respect of any school file, shall grant access to that teacher's file during normal business hours.
3. An appropriate school board official shall be present when a teacher reviews the file, and the teacher may be accompanied by a union representative.
4. The Board agrees that only material which is factually correct and relevant to the employment of the teacher shall be maintained in personnel files. A teacher may request removal of material on the basis that it is not factually correct or relevant. In the event that the appropriate Board official does not agree to removal of specified material, the teacher may file a grievance pursuant to Article A.6: Grievance Procedure of this agreement.
5. The teacher will be given a copy of any material critical of the teacher which is placed in the teacher's personnel file. Such material will be stamped with the date it is placed in the file.
6. Every teacher shall have the right to attach a commentary to any item in their personnel file.
7. A record shall be maintained of all individuals who have had access to a teacher's personnel file and the dates of such access, and the teacher shall, upon request, be shown this record.

ARTICLE E.26 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11) and Board By-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee:
 - a. the employee and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;

- b. the employee shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union; and
 - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
3. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

ARTICLE E.27 NO DISCRIMINATION

1. There will be no discrimination against any person covered by this agreement on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, parental status or participation in the authorized activities of the union.

ARTICLE E.28 ANTI-RACISM

1. The Board does not condone and will not tolerate any expression of racism.
2. Allegations of racism shall be treated seriously and in strict confidence and shall be resolved in the manner described in Article E.2 Harassment/Sexual Harassment.
3. No employee shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of racism.
4. Any employee found to have been committing an act of racism shall be subject to disciplinary action. Such action may include a verbal warning, a written warning, transfer, suspension and/or dismissal.
5. It is recognized that false or malicious complaints may damage the reputation of, or be unjust to other employees and therefore the complainant may be subject to disciplinary action.
6. In the first instance, attempts shall be made to resolve alleged complaints through informal means. The complainant employee of the Board may attempt to resolve the matter by informing the alleged offender, who, if covered by this agreement may be accompanied by a member of the union.
7. If the employee's complaint is not resolved informally, the employee may request the intervention of the superintendent of schools or any other administrative officer or may use the grievance and arbitration provisions of the collective agreement. Where the complainant requests the intervention of the superintendent of schools or any other administrative officer the union shall be notified in writing of that fact and of the particulars of any allegation(s) at the earliest reasonable time, and in any event before any action is taken by the Board, and the employee shall

be advised of their right to representation in accordance with the right to representation provisions of the collective agreement.

8. In the event that the issue remains unresolved after the request to the superintendent, the employee may refer the issue to arbitration in accordance with the grievance and arbitration provisions of the collective agreement.
9. Where racism is proven and results in the transfer of a teacher it shall be the offender who is transferred, except the complainant may be transferred with the complainant's consent.

ARTICLE E.29 FALSELY ACCUSED EMPLOYEE

1. When a teacher has been falsely accused of child abuse or sexual misconduct the Board will assist the teacher by:
 - a. providing necessary leave of absence with pay and working with the teacher to develop a plan which facilitates a smooth return to the teaching profession;
 - b. providing additional funding to the Employee Assistance Program to ensure availability of counselling assistance to the employee and the employee's family;
 - c. providing, upon request of the employee, available factual information to the parents and students involved with the false accusation;
 - d. enabling the teacher to transfer to a vacant position pursuant to Article E.22 Filling Vacant Positions.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice and the Evaluation Criteria, Local Appendix A, have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to which they are assigned.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT DAYS

1. Five (5) days referred to in Article D.23.2.d.i of Article D.23 Regular Work Year for Teachers shall be used for teacher professional development activities which may include program development, staff development, school planning and individual in-service.
2. These days shall be considered as instructional days for salary purposes.
3. Each school staff committee, or the Board and the Union in the case of the District-wide professional development day, shall determine the appropriate activities for these days.
4. Upon request of the Union there shall be one District-wide professional development day.

ARTICLE F.22 EDUCATIONAL CHANGE

1. When new provincially-prescribed or District-developed curriculum is being introduced in the school District, it shall be the responsibility of the Board and the Union to strike an Educational Change Committee that shall be comprised of three (3) Board representatives and three (3) Union representatives.
2. The Educational Change Committee shall make recommendations to the Board and the Union that include the time considerations, in-service and retraining requirements, material requirements and funding needs.

ARTICLE F.23 PROFESSIONAL DEVELOPMENT

1. The Board and the Union shall establish a Professional Development Fund for the purpose of promoting professional development of the teaching staff of the school District.
2. Each September 1 the Board shall contribute \$30,000 to the Professional Development Fund.
3. In addition to the foregoing the Board agrees that there will be an allocation of one teacher-on-call day per FTE teacher on staff on September 30 for costs of teachers-on-call for those teachers granted any professional development leave of absence, in the form of a budget account at the Board office.
4. The Board and the Union shall establish a Langley Teachers' Professional Development Committee for the following purposes:

- a. to develop policies which promote and foster the professional development of teachers, and,
 - b. to administer the Professional Development Fund.
5. The Langley Teachers' Professional Development Committee shall be chaired by the Union's Professional Development Chairperson and shall consist of two (2) representatives of the Board and three (3) representatives of the Union.
6. The Langley Teachers' Professional Development Committee shall adhere to the following principles:
 - a. teachers shall participate in professional development on a voluntary basis;
 - b. opportunities for professional development activities shall be distributed as equitably as possible.
7. The Chairperson of the Langley Teachers' Professional Development Committee and a representative of the Board shall be co-signers of all cheques disbursed by the Committee. The Professional Development Fund shall be subject to audit from time to time.
8. The Langley Teachers' Professional Development Committee shall be entitled to use up to thirty (30) teacher-on-call days from the Professional Development Fund for the purpose of meeting to conduct committee business.
9. The Professional Development Fund will not be required to finance curriculum implementation in the District.
10. The Board shall allocate to the budget of each school \$50 per teacher for the purpose of promoting professional development. These funds shall be administered by a school based professional development committee consisting of:
 - a. the principal or designate
 - b. the chairperson of the school Staff Committee
 - c. the elected Staff Professional Development Representative

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

1. Effective September 1, 2006, the employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
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.
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.

[See Article G.23 Sick Leave, for sick leave use and accrual]

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

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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.
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.
3. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
4. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
5. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
6. Seniority shall continue to accrue during the period of the compassionate care leave.
7. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

[See also Article G.32 Bereavement/Compassionate for short term compassionate leave of up to eight days.]

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

ARTICLE G.20 SECONDMENT

1. A teacher who is seconded to District duties for a temporary period not exceeding one year shall receive the same salary and allowance as prior to secondment. If the secondment is to a position currently named in the agreement, the teacher shall receive the greater of current total salary, or the salary and allowance of the named position.
2. Secondment will be to perform a specific task or tasks, or to serve in an acting capacity in a named position.
3. Should a position filled by secondment continue beyond one year, the salary, and allowance if any, for the second and subsequent years will be negotiated under the terms of Article E.20 New Positions.
4. Unless the teacher and the Board mutually agree otherwise, when a teacher is returned to regular duties from secondment the teacher shall receive the same salary and allowance as would have been received had the teacher continued in the teacher's former position.

ARTICLE G.21 WORKERS' COMPENSATION

1. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.
2. Where a teacher is entitled to wage loss compensation payments under the Workers' Compensation Act, for injuries or diseases suffered, the teacher shall continue to receive full pay from their sick leave accumulation. All monies received by the teacher as compensation for loss of wages under the Act shall, in turn, be paid to the Board and credited back to the teacher's sick leave accumulation.
3. Should a teacher's personal sick leave accumulation be depleted, only those monies received from WCB on their behalf would be forwarded to them.
4. This clause does not apply in the case of a teacher who is drawing a disability pension from the Workers' Compensation Board.

ARTICLE G.22 LEAVES OF ABSENCE

1. Teachers will, where practicable, notify the Board of an intention to take a leave of absence.

ARTICLE G.23 SICK LEAVE

1. Sick leave credit shall be accumulated at the rate of one and one-half (1 1/2) days for each month of teaching while in the service of the Board. Part-time teachers will accumulate sick leave credit on a pro-rata basis.
2. Effective September 1, 1990, thirty (30) sick leave days, or portion thereof for part-time and subject to Article G.23.3, shall be credited to each teacher in the first year of employment with the district.

At the beginning of each subsequent school year fifteen (15) days, or portion thereof for part-time and subject to Article G.23.3, shall be credited to each teacher.
3. Teachers commencing employment with the Board during the year shall have credited to them the pro-rata portion of sick leave days which would accumulate to them for the balance of the school year.
4. Any days during which the teacher has been absent with full pay for reasons of illness, accident or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher. The maximum number of days that may be used in any one year is one hundred fifty (150) days.
5. The superintendent's office may request at any time a doctor's certificate verifying illness.
6. a. Each teacher shall receive by September 30th an annual accounting of his or her accumulated sick leave as at the prior June 30th.

- b. Thereafter the Board shall advise each teacher of his or her accumulated sick leave at the end of December and March.
 - c. Each teacher hired after the commencement of the school year will receive the teacher's annual accounting of accumulated sick leave by the end of the teacher's first twenty (20) working days.
7. Teachers who leave the District prior to year end and who use more paid sick leave than entitled to shall reimburse the Board for such days.
 8. When a teacher resigns and is re-employed by the Board, that teacher shall be credited with the sick leave accumulated to the date of resignation.
 9. Where a teacher is involved in an accident and as a result is paid sick leave during absence from work, any sick leave compensation recovered from an insurer or court award shall be repaid by the teacher to the Board. The Board shall thereupon reinstate the number of days of sick leave credit represented by the repayment.
 10. Partial Medical Leave
 - a. Where a full-time employee produces a medical certificate stating that the employee, while medically unable to work full-time because of a degenerative illness or disability, is capable of working part-time, the employee's assignment may be reduced or the employee may be reassigned to another position where it is practical to do so. In either case, the change will be to a percentage of full-time that the employee is capable of working. The employee shall regularly provide the Board with medical information confirming his/her on-going inability to work full-time.
 - b. An employee on partial medical leave will earn sick leave proportionately, for the portion of time worked and will use accumulated sick leave credits for the portion of time not worked.
 - c. An employee on partial medical leave will go on full sick leave with or without pay depending on the extent of the employee's accumulated sick leave credits, if the employee proves incapable of meeting the requirements of his/her reduced or changed assignment.
 - d. Where an employee on partial medical leave is about to exhaust his/her sick leave credits the Board will advise the teacher to contact the British Columbia Teachers' Federation Salary Indemnity Plan for information on "accommodation employment".

[See Article G.1 for porting of sick leave to/from other school districts.]

ARTICLE G.24 EDUCATIONAL LEAVE

1. The Board agrees to grant Educational Leave for the purpose of study or research. Application shall be made to the Board before March 31st preceding the work year in which leave is to be taken, or October 31 of the work year in which leave is to be taken.

2. The Board shall establish an Educational Leave Fund in the amount of 0.18% of the teachers' salary portion of the operating budget based on the September 30 teacher payroll of the previous year. Unexpended funds from previous years will accumulate and will be in addition to the 0.18% annually budgeted. This will set the amount of money available for educational leave in the school year that commences on September 1 of the budget year.
3. A Selection Committee comprised of two (2) representatives from the Board and two (2) representatives from the Union shall be responsible for recommending teachers for Educational Leave, and shall be governed by the following conditions:
 - a. each teacher shall be paid 60% of the teacher's salary for the applicable time period.
 - b. Educational Leave shall normally commence in September and be for one year. A lesser duration such as a semester, quarter, term or time which coincides with the course of studies to be taken shall be considered.
 - c. the teacher shall give an understanding to remain in the service of the Board for a minimum period of two (2) years immediately following the Educational Leave. Upon failing to do so, the teacher shall refund on demand the amount paid by the Board during the Educational Leave, pro-rated according to the period of time worked since the return from leave.
 - d. during the period of Educational Leave the Board shall continue its contributions to applicable employee benefits in accordance with Article B.11 Benefits.
 - e. the period of Educational Leave shall be taken into account for the purpose of granting increments.
 - f. the candidates for Educational Leave shall have been employed continuously by the Board for five years prior to being granted Educational Leave.
 - g. The following shall be regarded as employed time for the purpose of this article:
 - i. maternity leave pursuant to the Employment Standards Act
 - ii. service as LTA president
 - iii. service with B.C.T.F., B.C. College of Teachers and/or CTF
 - iv. service with the Department of National Defence
 - v. exchange teaching
 - vi. secondment
 - h. A teacher shall be entitled to apply for the equivalent of one work year in any ten (10) year period of service with the Board.
 - i. the Selection Committee in making their selections will take into account the benefit of the study or research to the school District.

- j. teachers who have applied for Educational Leave will be advised of the Selection Committee's decision within thirty (30) calendar days of the application deadline.
- 4. Teachers returning from Educational Leave of one (1) year or less shall return to the same position or, if it no longer exists, to a comparable position to that held prior to the leave.
- 5. Teachers on Educational Leave shall be considered to be on leave from the balance of their assignment so that they may purchase pensionable service to provide for a full year's pension credit.

ARTICLE G.25 MATERNITY LEAVE

[The *Employment Standards Act* can be accessed online at www.labour.gov.bc.ca/esb.]

- 1. A pregnant teacher employed by the Board shall be granted upon request a leave of absence:
 - a.
 - i. as provided for in Part 6 of the Employment Standards Act; or
 - ii. for a stated longer period of time to the end of the calendar year, the end of a semester, the end of the spring break, or the end of the school year, whichever occurs first immediately following the expiry of the 17 weeks provided in (i) above.
 - b. a woman on Maternity Leave shall be deemed to have continued employment and the Board shall continue to maintain premium payments for benefits and pensions. The teacher shall maintain her portion of premiums and pension contributions.
- 2. If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, she shall present the Board with an acceptable medical certificate and shall qualify for her sick leave provisions.
- 3. Early Return and Emergency Situations:
 - a. in the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed upon leave.
 - b. the teacher intending to make an early return to duty will submit a written application and a medical certificate.
 - c. a terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act and the Maternity Leave provisions apply.
- 4. In the case of adoption, Maternity Leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the Employment Standards Act. Teachers intending to request Maternity Leave for adoption purposes shall apply to the Board at the time of confirmation of adoption of a child.
- 5. A teacher returning from Maternity Leave shall be entitled to security of employment and return to the same position or, if it no longer exists, to a comparable position.

ARTICLE G.26 SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS

1. Supplemental Employment Insurance Benefits on Maternity Leave:

Pursuant to the Supplemental Employment Benefits (SEB) Plan agreement, which has been registered as required by the Employment Insurance Act, the Board agrees that:

- a. when a pregnant teacher takes the maternity leave to which she is entitled pursuant to the Employment Standards Act, the Board shall pay the teacher
 - i. ninety-five (95) per cent of her current salary for the first two weeks of the leave, and where the teacher is eligible to receive EI maternity benefits,
 - ii. the difference between ninety-five (95) per cent of her current salary and the amount of EI maternity benefits received by the teacher, for a further 15 weeks.

ARTICLE G.27 SHORT TERM PARENTAL LEAVE

[The *Employment Standards Act* can be accessed online at www.labour.gov.bc.ca/esb.]

1. A teacher employed by the Board shall be granted upon request a leave of absence:

- a. as provided for in Part 6 of the Employment Standards Act.
- b. a teacher on Short Term Parental Leave shall be deemed to have continued employment and the Board shall continue to maintain premium payments for benefits and pensions. The teacher shall maintain their portion of premiums and pension contributions.

2. If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions.

3. In the case of adoption, Short Term Parental Leave shall be granted upon request. All the provisions of this section shall apply including all rights guaranteed under the Employment Standards Act.

4. A teacher returning from Short Term Parental Leave shall be entitled to security of employment and return to the same position or, if it no longer exists, to a comparable position.

ARTICLE G.28 PARENTHOOD LEAVE

[The *Employment Standards Act* can be accessed online at www.labour.gov.bc.ca/esb.]

1. The purpose of Parenthood Leave is to provide an opportunity for either parent to spend time with and care for their child.

2. Applicants must apply either by March 31 of the preceding year or if to follow Article G.25 Maternity Leave, by at least one month prior to the expiry of that leave.

3. Leave shall be under the following conditions:

- a. leave shall be granted as follows in accordance with teacher requests:
 - i. to the end of the school year.
 - ii. to the end of the school year, plus an additional four (4) months or to the start of a new semester.
 - iii. to the end of the school year, plus an additional ten (10) months.
 - iv. to the end of the school year, plus an additional twenty (20) months.
- b. teachers considering Parenthood Leave as a result of adoption should inform the Board in writing that application for leave will be made upon application for adoption.

Leave shall be granted under the same provisions as Article G.28.3.a above.

- c. teachers considering Parenthood Leave for existing children must apply by March 31 for leave to commence September 1. Leave shall be granted for either ten (10) months or twenty (20) months in accordance with teachers' requests. Emergency situations beyond the control of the teacher may be considered on shorter notice.
- d. a teacher returning to duties from an extended Parenthood Leave of up to two (2) years shall be assigned, where practicable, to the position held prior to the leave. A teacher returning to duties from an extended Parenthood Leave longer than two (2) years shall be assigned to a position in the district comparable to the position held prior to the leave.
- e. Parenthood Leave shall be without pay and shall not be credited as continuous employment for purposes of experience increment.
- f. if, at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, the teacher shall present the Board with a medical certificate and shall qualify for the teacher's sick leave provisions.
- g. Parenthood Leave shall not exceed thirty (30) months in a five (5) year period.
- h. in the case of the death of a child or other special situations a teacher may return to employment earlier than requested in the agreed upon leave and shall be offered the first available comparable position.

ARTICLE G.29 PATERNITY

1. Two (2) days leave with pay shall be granted to coincide with the date of a child's birth.

ARTICLE G.30 ADOPTION

[*The Employment Standards Act can be accessed online at www.labour.gov.bc.ca/esb.*]

1. Two (2) days leave with pay shall be granted to coincide with the date of adoption of a child or date of legal guardianship.
2. In addition, leave shall be granted to a maximum of five (5) teaching days to either parent, or both, if both are employees of the Board, for mandatory interviews and/or travelling time to receive the child. This leave shall be granted with full pay less the cost of a teacher-on-call.

ARTICLE G.31 FAMILY ILLNESS

1. In the case of illness in the family of a teacher, and when no other person at the teacher's home can provide for the needs of the ill person, the teacher shall be entitled, after notifying the teacher's supervisor, to use up to a maximum of three (3) days paid leave at any one time for this purpose, to a maximum of six (6) days per school year.

ARTICLE G.32 BEREAVEMENT/COMPASSIONATE

1. Up to five (5) days leave with pay shall be granted where a death or serious illness where recovery is in doubt, occurs in the immediate family of a teacher or teacher's spouse. Immediate family is defined as including spouse, common-law spouse, parents, grandparents, children, grandchildren, brothers, and sisters. Up to three (3) additional days shall be granted where extensive travel is involved. Request for leave shall be made as soon as practicable.
2. Upon written request, leave with or without pay in excess of eight (8) days may be granted in extenuating circumstances.
3. In the event of the death of a teacher's relative not specified above or death of a friend of a teacher, the teacher shall be entitled to leave with pay for one day for the purpose of attending the funeral and up to three (3) additional days without pay, where extensive travel is involved. Request for leave shall be made as soon as practicable.

[See also Article G.2 Compassionate Care Leave for leaves in excess of eight days.]

ARTICLE G.33 LONG TERM PERSONAL LEAVE

1. Teachers shall be entitled to a one year leave of absence from the District for personal reasons on the following basis:
 - a. the leave will only be granted for one full school year.
 - b. additional periods of leave of absence for one full school year shall be granted to a maximum of three (3) school years.
 - c. leave shall be without pay.

- d. application for the leave should be submitted by March 31st of the preceding year.
- e. a teacher returning to duties from leave of absence up to two (2) years of long term personal leave shall be assigned, where practicable, to the position held prior to the leave.

A teacher returning to duties from leave of absence longer than two (2) years of long term personal leave shall be assigned to a position in the District comparable to the position held prior to the period of leave.

- f. the teacher may request early return from leave, with placement to be made when and where possible as determined by the Board.
- g. the teacher may arrange for continuation of benefits during the leave. The teacher shall pay the full cost of the benefit premiums.

ARTICLE G.34 SELF-FUNDED LEAVE PLAN

[Self-Funded Ancillary Agreement is available at iNet 35, under ‘Conferences / Forms and Templates / Human Resources’.]

1. The Board shall administer a Self Funded Leave Plan.
2. During the period of leave, the employees shall continue to receive and pay full cost for medical, extended health, group life insurance and dental benefits.
3. A teacher returning to duties from Self Funded Leave of Absence shall be assigned, where practicable, to the position held prior to the leave.

ARTICLE G.35 PERSONAL

1. One (1) day leave with pay shall be granted to meet a personal need or requirement which cannot be met without absence from school.

ARTICLE G.36 MARRIAGE LEAVE

1. One (1) day leave of absence with pay shall be granted upon request to enable a teacher to attend the teacher’s own marriage ceremony.

ARTICLE G.37 JURY DUTY AND COURT APPEARANCES

1. Leave with pay shall be granted to a teacher who has been summoned for jury duty or issued a subpoena to appear as a witness in court proceedings. The leave shall be for those days in which the teacher is required by a subpoena to attend. Any remuneration, other than reimbursement of expenses, received by the teacher shall be paid to the District.
2. Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence with full pay less the cost of teacher-on-call shall be granted by the Board.

ARTICLE G.38 LEAVE FOR EXAMINATIONS

1. One (1) day leave of absence with pay per year shall be granted upon request to a teacher for the purpose of writing a university examination related to professional improvement.

ARTICLE G.39 GRADUATION LEAVE

1. One (1) day leave of absence with pay per year shall be granted upon request to a teacher for the purpose of attending the teacher's own graduation ceremonies at a recognized post-secondary institution.

ARTICLE G.40 LEAVE FOR COMPETITION

1. Up to a maximum of three (3) days leave of absence per year with pay less cost of teacher-on-call shall be granted upon request for the purposes of participating in recognized official Provincial, National and International athletic or fine arts competitions.

ARTICLE G.41 LEAVE FOR ELECTED OFFICE

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial, or federal election, the teacher upon request, shall be granted leave of absence without pay during the election campaign.
2. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, the teacher upon request, shall be granted long term leave of absence pursuant to Article G.33 Long Term Personal Leave
3. Teachers elected to municipal or regional offices shall be granted upon request, leave of absence, with pay less cost of teacher on call, up to a maximum of ten (10) days per year.

SIGNATURES

Signed at Langley, British Columbia, this 10th day of November, 2009.

Jennifer Canas, Assistant Superintendent,
Human Resources
School District No. 35 (Langley)

Susan Fonseca, President
Langley Teachers' Association

Laura Buchanan, Labour Relations Consultant
British Columbia Public School Employers'
Association

Irene Lanzinger, President
British Columbia Teachers' Federation

LOCAL APPENDIX A: EVALUATION CRITERIA

The following criteria along with the duties and responsibilities of teachers outlined in the “School Act” and “School Act Regulation” should be the areas addressed in the “report on teacher.”

1. The teacher seeks knowledge of the social, emotional, intellectual, cultural and physical characteristics of the pupils whom he/she teaches with the objective of furthering their educational growth.
2. The teacher:
 - a. plans with definite purposes and clear objectives in mind
 - b. communicates these purposes and objectives to the students;
 - c. establishes appropriate procedures for assessing, recording pupil performance and reporting this performance to parents.
3. With due consideration for individual difference, the teacher works to involve students in experiences and activities designed to develop skills and stimulate thought.
4. The teacher uses instructional techniques that promote questioning, speculation and originality.
5. The teacher works at keeping his/her knowledge current and his/her teaching techniques effective in the subject areas he/she undertakes and agrees to teach.
6. The teacher practices classroom management suitable to the growth and development of the pupil.
7. The teacher as a member of the staff participates in the development and implementation of the philosophy and practices of the school and works in cooperative ways with colleagues to promote the welfare of pupils.
8. The teacher fosters a climate of mutual respect between himself/herself and his/her pupils.
9. The teacher cooperates with colleagues and associated personnel in utilizing existing educational services and resources for the benefit of the pupils.

LOCAL LETTERS OF UNDERSTANDING/INTENT

LOCAL LETTER OF UNDERSTANDING No. 1: REPORT CARDS

BETWEEN

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT # 35 (LANGLEY)**

AND

THE LANGLEY TEACHERS' ASSOCIATION

The Board recognizes the amount of time and effort required in the preparation of reporting forms. To this end the Board will require preparation of reporting forms as follows:

1. Interim reports, in the present format or a format developed by the school staff, will be issued in elementary schools in October. In secondary schools, interim reports in the present format or a format developed by the school staff will be issued for all grade 8 students in October and such reports will be provided to teachers with basic student information completed. All other interim reports are at the discretion of the teacher at both the elementary and secondary levels. However, the Board encourages reports at any time on any child having difficulty.
2. The Board will endeavour to provide teachers with the basic student information on the elementary October interim reports.
3. At the elementary level three formal reports will be issued per year.
4. At the secondary level three formal reports will be issued per year.

Original signed by:

Paul Makortoff
For the Board

October 18, 1993
Date

Original signed by:

Diane Gorton
For the Union

October 18, 1993
Date

LOCAL LETTER OF UNDERSTANDING No. 2: DISCIPLINE AND DISMISSAL FOR MISCONDUCT

BETWEEN

**THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT #35 (LANGLEY)**

AND

THE LANGLEY TEACHERS' ASSOCIATION

Further to the discussion we had about Article C.27 Discipline and Dismissal for Misconduct, during our negotiating meeting of November 26, 1992, the Board and the Union agree as follows:

1. Complaints regarding the misconduct of a teacher normally arise either directly from the student(s) involved or indirectly from a third party, such as the parent(s) or fellow students of the student involved.
2. Where the person directly involved makes the complaint and a decision is made to investigate, the teacher and the L.T.A. will be notified in accordance with Article C.27.2.
3. If a complaint is raised indirectly by a third party, it will be necessary for the Board to clarify and confirm the basis of the complaint with the student directly involved before deciding an investigation is necessary. Confirming and clarifying a third party complaint with the student involved may occur prior to the teacher and the Union being notified of the Board's intention to investigate under Article C.27.2.
4. Where a complaint does not lead to an investigation and the teacher has not been informed of the alleged complaint to that point, he/she will be so informed.
5. No disciplinary action can be taken without an investigation.

Original signed by:

Paul Makortoff
Board of School Trustees of
School District #35 (Langley)

October 18, 1993
Date

Original signed by:

Diane Gorton
The Langley Teachers' Association

October 18, 1993
Date

**LOCAL LETTER OF UNDERSTANDING No. 3: SETTLEMENT OF ARTICLE 82:
REMOVED BY LEGISLATION / INTENTIONALLY LEFT BLANK**

LOCAL LETTER OF UNDERSTANDING No. 4

Between

**THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT #35 (LANGLEY)
the “School Board”**

and

**THE LANGLEY TEACHERS’ ASSOCIATION
the “Union”**

Whereas the School Board and the Union have agreed to vary Article E.22.2 of Article E.22 Filling Vacant Positions and whereas the variance is without prejudice and does not constitute a waiver of rights by either party, the parties agree as follows:

1. Subsequent to September 1997, vacancies other than those of special responsibility shall be filled in the following priority provided that the teacher has the necessary qualifications to perform the duties of the vacant position:

Priority placement shall be given to:

- a. continuing appointees transferred pursuant to Article E.23.1.a Transfers Initiated By The Board;
and
- b. teachers requesting transfer pursuant to Article C.26 Dismissal Based On Performance, Article E.28 Anti-Racism, Article E.2 Harassment/Sexual Harassment, and Article E.29 Falsely Accused Employee;
before
- c. teachers returning from a leave of absence of longer than two years;
and
- d. continuing appointees transferred pursuant to Article E.23 Transfer and Assignment (E.23.1.c);
and
- e. teachers on the recall list pursuant to Article C.20 Layoff, Recall and Severance and Article C.22 Term Contracts;
and
- f. continuing appointment teachers who apply for a posted position;
and
- g. part-time continuing appointment teachers who apply for a posted position which would increase the time of their appointment;

and

- h. teachers with at least three months aggregate service on term contracts pursuant to Article C.22 Term Contracts who apply for a posted position and who have not received a less than satisfactory report.

Necessary qualifications shall be defined as in Article C.3 Layoff, Recall and Severance.

In the group defined in Articles E.22.2.a, E.22.2.b, E.22.2.c, E.22.2.e, E.22.2.f, E.22.2.g and E.22.2.h above, when the necessary qualifications and other skills related to the position of two or more teachers are relatively equal, the position shall be offered to the applicant with the greater/greatest seniority.

*The above Letter of Understanding shall be effective for the 2009-2010 and 2010-2011 school years only. The parties will evaluate the effectiveness of these minor modifications before the staffing process resumes for the school year 2011-2012 and if there is an agreement the Letter of Understanding will be extended for a further period of time.

Signed this _____ day of _____, 20__.

for BCPSEA

for the BCTF

for School District
Langley School District #35

on behalf of
The Langley Teachers' Association

Note: This Letter of Understanding is a renewal of the previous Letter of Understanding in effect prior to September 1, 2009. This renewal serves to extend this Letter of Understanding to the June 30, 2011 expiry of the 2006-2011 Collective Agreement.

LOCAL LETTER OF UNDERSTANDING No.5: Re Article 80
REMOVED BY LEGISLATION/ INTENTIONALLY LEFT BLANK

LOCAL LETTER OF UNDERSTANDING No. 6

Between:

British Columbia Public School Employers' Association (BCPSEA)

AND

School District #35 Langley Board of Education "Board"

AND

British Columbia Teachers' Federation (BCTF)

AND

Langley Teachers' Association "Local"

Re: Plans of Assistance

1. In accordance with Article C.28.13.b, Plans of Assistance are provided in the event of a Less than Satisfactory Report. In addition, in principle with a fair opportunity to adjust or change aspects of performance, Plans of Assistance can also be provided any time during the evaluation process.
2. The Board will facilitate a Plan of Assistance developed by the teacher and the evaluator, with the assistance of the Union and the Board. The Plan will be based on criteria selected from Appendix A and identified by the Evaluator as aspects of performance needing support. As part of developing the Plan of Assistance, the parties will seek a shared and common understanding of the aspects of performance upon which the plan is based.
3. A Plan of Assistance will be a positive helping process designed to improve quality of instruction and will include time for discussion, observation, experimentation, demonstration and self-analysis. The parties agree to continue current practice which may include:
 - Release time
 - Leave of absence
 - A peer mentor
 - Opportunities to observe
 - Participation in workshops, conferences, programs, in-service
 - Professional development, course of study
 - Provision of learning and/or teaching resources, teaching supplies and professional materials
 - And other assistance, as agreed.

Date of Signing

For BCPSEA: _____

For the BCTF: _____

For the Board: _____

For the LTA: _____

Memorandum of Agreement

Between:

British Columbia Public School Employers' Association (BCPSEA)

AND

School District #35 Langley Board of Education "Board"

AND

British Columbia Teachers' Federation (BCTF)

AND

Langley Teachers Association "Local"

Re: Middle School Program

Whereas the Board and the Local are desirous of entering into a Memorandum of Agreement which shall govern the implementation of new Middle School programs;

Whereas the Board and the Local acknowledge that providing teachers with common planning time and an opportunity for team teaching will assist teachers to support middle school learners;

It is agreed that this Memorandum of Agreement will codify the collective agreement terms and conditions with respect to the implementation and operation of Middle School programs in S.D. No. 35. To this end, the parties agree that the following provisions govern the operation of the Middle School programs and the Collective Agreement is amended as indicated.

Middle school programs in SD No. 35 are organized to include Grades 6, 7 and 8 as a stand-alone Middle School or as a school within a secondary school. Where other configurations are approved by the Board, the Board and the Local will meet, prior to implementation, to negotiate amendments to this agreement, as needed, pursuant to Article D.5

ARTICLE D.20 Weekly Instructional Assignment

D.20.1 Instructional assignment shall be defined as time during the school day for instructional purposes assigned to teaching courses and lessons, including time assigned to study periods. (*Current provision*)

D.20.2 Instructional time:

Pursuant to the School Calendar Regulation established by legislation and regulation:

(a) Elementary School: *Current elementary provision*

(b) Middle School:

The maximum weekly instructional time for a full-time middle school teacher shall be 1352 minutes per week. A minimum of an additional 193 minutes per week shall be provided for purposes of preparation, which shall include a minimum 39 minutes per week team-directed common planning time.

(c) Secondary School: *Current secondary provision*

D.20.3 The instructional time for part-time teachers shall be pro-rated. (*Current provision*)

D.20.4 Duration of the School Day:

Elementary School: *Current elementary provision*

D.20.5 Duration of the School Day:

Middle School:

In a middle school, the duration of the school day shall not exceed 6 hours and 30 minutes inclusive of:

- i. Instructional time, time for students to change classrooms and preparation time (the sum total not to exceed 5 hours and 30 minutes).
- ii. A regular noon intermission

D.20.6 Duration of the School Day:

Secondary School: *Current secondary provision*

D.20.7 Part-time assignments shall be scheduled in consecutive teaching blocks. (*Current provision D.20.6*)

D.20.8 Preparation time shall be scheduled in blocks of no less than 30 minutes in duration unless requested otherwise by the teacher in writing. (*Current provision D.20.7*)

D.20.9 Part-time teachers of .375 F.T.E. or more, shall receive pro-rated preparation time based upon their time of assignment. (*Current provision D.20.8*)

ARTICLE E.21 Posting Vacant Positions

E.21.4 Vacancies for positions of Department Head/Team Leader are required only to be posted in the school which has the vacancy.

ARTICLE B.20 Allowances for Positions of Special Responsibility

B.20.6 Team Leaders shall be paid an allowance, in addition to placement on scale, of \$2809 per annum.

In addition to the amendments to the Collective Agreement as set out above, the parties agree to the following implementation provision:

- Two Teacher Transition Implementation Support release days will be provided in the first school year of Middle School Implementation and two Teacher Transition Implementation Support release days will be provided in the second school year of Middle School Implementation, at the Board's expense. One day is for the purpose of inservice related to Middle School, as determined by administration in consultation with the Middle School teachers, and one day is for the purpose of Common Team Planning, as determined by the team.

The Board and the Local will oversee the implementation of this Memorandum of Agreement.

This Memorandum of Agreement shall take effect September 1, 2008.

Date of Signing May 28, 08

For the BCPSEA "Jacquie Griffiths"

For the BCTF "Jim Iker"

For the Board "Jennifer Canas"

For the LTA "Sharon von Hollen"

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

Where a middle school program has been operating in a district without a formal agreement, the local and the employer shall modify the Collective Agreement, in a Letter of Understanding signed by the provincial and local parties, to incorporate the terms under which the middle school program has been operating.

Should the employer and the local be unable to agree, by March 01, 2007, on the terms under which the middle school program has been operating, either party may refer the outstanding issues to expedited arbitration as set out in Article D.5.5.c.

In such a case, the jurisdiction of the arbitrator shall be confined to a determination of the terms that most accurately reflect the practice in the district with respect to the operation of the middle school program in a school or schools. **[See Memorandum of Agreement Re: Middle School Program]**

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

Dated this 31st of May, 1995 at Vancouver, B.C.

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

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

NOTE: This consolidation of Letter of Understanding No. 1 (Designation of Provincial and Local Matters), including Appendices 1 and 2, includes the agreement of May 31, 1995, and subsequent amendments up to April 2004.

Appendix 1 PROVINCIAL MATTERS
--

Appendix 1 – Provincial Matters

Housekeeping — Form Issues

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

Section A — The Collective Bargaining Relationship

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

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

Due Process Right to Representation

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

Section B — Salary and Economic Benefits

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

Special Placement

5. Salary Scale
6. Trade, Technical and Work Experience
7. Increment Date
1.43 Salary - Increments, Withholding, Dates of Extra Increments for Long Service
8. Part-time Employees' Pay and Benefits
1.82 Part Time Teachers' Sick Leave and Benefits, Employment Rights -Part Time Teachers
9. Teachers' on Call Pay and Benefits
1.94 Salary and Sick Leave of Substitute Teachers -Benefits
10. Summer School and Night School Payment
1.86 Counsellors Working Outside School Calendar, Night School Payments, Salary - Payment for Additional Days; Not Regular School Days
11. Associated Professionals
1.23 Speech Pathologists, Associated Professionals, Other Non-Teaching Employees
12. Positions of Special Responsibility
1.89 Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments
13. Teacher in Charge
1.2 Acting Administrators (Filling Temporarily Vacant Position)
1.89 Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments
14. Automobile/Travel Allowance
2.1 Automobile Expenses
2.2 Travel Allowance
15. First Aid Allowance
1.41 First Aid, First Aid Allowances, Training
16. Isolation Allowance
2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village 1, Pro-D Travel Allowance, etc.
17. Moving/Relocation Allowance
2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
18. One Room School Allowance
2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
19. *1.96 Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)*

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

- 32. Personal Property Insurance
 - 1.102 *Loss of Personal Effects, Theft, Vandalism*
- 33. Group RRSP
 - 3.38 *Benefits - RRSP*

Section C — Employment Rights

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

Section D — Working Conditions

- 1. Hours of Work
 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 2. Preparation Time
 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 3. Regular Work Year for Teachers

- 1.92 *Regular Work Year for Teachers; School Calendar*
- 1.104 *Year Round Schools*
- 3.46 *Reports (Teacher) on Students*
- 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
- 1.73 *Conference Days - Parent Teacher*
- 3.50 *Closure of Schools for Health or Safety Reasons*

- 4. Duration of School Day
 - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
 - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*

- 5. Supervision Duties
 - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*

- 6. Availability of Teacher on Call
 - 1.95 *Availability of Substitute Teachers and Hiring Practices*

- 7. Teacher on Call Working Conditions
 - 3.30 *Substitute Teacher Working Conditions*

- 8. Mentor/Beginning Teacher Program
 - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
 - 1.72 *Orientation, Teacher, Employee*

- 9. Child Care for Work Beyond Regular Hours
 - 1.35 *Day Care; Child Care*

- 10. Home Education
 - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*

- 11. Itinerant Teachers
 - 1.36 *Definition of Teachers, Itinerant Teachers*

- 12. Space and Facilities
 - 1.110 *space and facilities*

- 13. Non-traditional Worksites
 - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*

- 14. Correspondence Courses
 - 1.33 *Correspondence School*

- 15. Technological Change
 - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*

- 16. Hearing and Medical Checks
 - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*

- 17. Services to Teachers
 - 1.107 *School Services to Teachers, Like Translation*

- 18. Inner City Schools

2.9 *Use of Inner City School Funds*

Section E — Personnel Practices

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

- 12. Criminal Record Checks
 - 1.111 *criminal record checks*
- 13. Resignation
 - 3.44 *Employee Terminating Employment*

Section F — Professional Rights

- 1. Educational Change
 - 1.34 *Curriculum Implementation; Field Services*
 - 1.76 *Consultation Time to Deal w/Curriculum Changes Imposed by Ministry*
 - 3.41 *Future Education Directions Committee*
- 2. Professional Development: Funding (NOTE: See also Addendum C)
 - 1.19 *Tuition Costs*
 - 1.78 *Professional Development Committee - as related to funding*
 - 1.81 *Funds - Professional Development*
- 3. Professional Days (Non-Instructional)
 - 1.70 *Non-Instructional Days*
- 4. School Accreditation
 - 1.1 *Assessment, Accreditation (Elementary & Secondary)*
- 5. Professional Autonomy
 - 3.26 *Autonomy - Professional; Method of Instruction*
 - 3.27 *Responsibilities - Duties of Teachers*
 - 1.44 *Copyright Infringement; Indemnification; Save Harmless*
 - 3.42 *Use of PCs - Video*

Section G — Leaves of Absence

- 1. Sick Leave
 - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
 - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
- 2. Maternity and Parental Leave and S.U.B. Plan
 - 1.18 *Maternity Supplemental Unemployment*
 - 1.108 *Maternity Leave*
 - 1.109 *Parental Leave - Short Term*
- 3. Short Term Paternity Leave and Adoption Leave
 - 1.46 *Adoption Leave*
 - 1.60 *Paternity Leave*
- 4. Jury Duty and Appearances in Legal Proceedings
 - 1.56 *Jury Duty Leave, Witness*
- 5. Educational Leave
 - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*
 - 1.103 *Study Leave - Year End*

6. Bereavement/Compassionate Leave
 - 1.48 *Bereavement Leave*
 - 1.53 *Funeral Leave*
7. Leave for Family Illness
 - 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
8. Discretionary Leave
 - 1.54 *Short Term - Leave, Discretionary; General; Personal*
9. Leave for Elected Office and Community Service
 - 1.49 *Community Service; Search and Rescue Leave*
 - 1.51 *Election Leave, Political Leave*
10. WCB Leave With Pay
 - 1.21 *WCB*
 - 1.67 *Worker's Compensation - Leave*
11. Early Retirement Incentive Plan - separate from B
12. Leave of Absence Incentive Plan
 - 1.47 *Absence Incentive Plan - Leave*
13. Religious Holidays
 - 1.62 *Religious Holiday - Leave*
14. Leave to Attend Retirement Seminars
 - 1.112 *Leave to Attend Retirement Seminars*
15. Leave for Communicable Disease
 - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
16. Leave for Conference Participation
 - 1.113 *Leave for Conference Participation*
17. Leave for Competitions
 - 1.55 *International Amateur Competition, Sports Competition Leave*
18. Leave for Visiting Exchange Teachers (needs broader title)
 - 1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
19. Leave for University Convocations (needs broader title)
 - 1.64 *Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
20. Leave for Blood, Tissue and Organ Donations
 - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
21. Leave for Exams
 - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*

22. Miscellaneous Leaves with cost
1..58 *Other - Leave*
1.106 *Committee - Detached Duty*

May 31, 1995 - Provincial

Appendix 2

LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

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

Section B — Salary and Economic Benefits

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

Section D — Working Conditions

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

Section E — Personnel Practices

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

Section F — Professional Rights

1. Professional Development Committee (NOTE: See also Addendum C)
1.78 Professional Development Committee - as related to control
2. First Nations Curriculum
4.12 First Nations - Indian Studies Curriculum
3. Women's Studies
4.31 Women's Studies
4. Committees
4.8 Committee - Professional Relations
4.19 Parent Advisory Council
4.48 Joint Studies, Liaison, Employment Relations Committee
5. Fund raising
4.13 Fund Raising
6. Classroom Expenses
4.23 Reimbursement for Classroom Materials Paid by Teachers

Section G — Leaves of Absence

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

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

“D. Hogg”
Negotiation Team For
British Columbia Teachers’ Federation

“K. Halliday”
Negotiation Team For
British Columbia Public School
Employers’ Association

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

“K. Halliday”
Chief Negotiator
BC Public School Employers’ Association

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

Professional Development

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:

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

And:

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

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

Jacque Griffiths
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

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

And

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

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

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

Not Applicable in School District No. 35 (Langley)

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. 35 (Langley).

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

July 15, 2006 \$20,000,000
2. The contribution represents an extraordinary (non-recourse) payment, in addition to those which would normally be made to the Teacher Pension Plan/Inflation Adjustment Account, and in no way replaces or amends the obligations of any person to make contributions to the Teacher Pension Plan/Inflation Adjustment Account.
3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.
4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacque Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

1. The time and manner in which employees are referred to the program and in which contact is made by the Rehabilitation Consultant after referral;
2. Employees' participation;
3. Status of the employee in the BCTF Rehabilitation Program;
4. Information provided to the employer when an accommodation is sought;
5. Information provided to the employer with respect to the status of an employee's SIP/LTD claim;
6. Expansion of the BCTF Rehabilitation Program to 60 School Districts;
7. The effectiveness of the BCTF Rehabilitation program and potential areas of improvement;
8. Any other matters the Committee deems appropriate.

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: 2008 Salary Harmonization

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

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Article B.12 Category 5+ Transitional Provisions

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

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

Dated this 27th day of June, 2007

Original signed by:

Jinny Sims
BCTF President

Jacque Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

Jim Iker
BC Teachers' Federation

January 14, 2008

January 21, 2008

LETTER OF UNDERSTANDING No. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

Jacquie Griffiths
BC Public Employers' Association

March 12, 2008

Irene Lanzinger
BC Teachers' Federation

March 13, 2008

INDEX

A	
ACCESS TO INFORMATION.....	19
ACCESS TO THE WORKSITE	18
ADJUSTMENT FOR CHANGE IN PERCENTAGE OF ASSIGNMENT	42
ADJUSTMENT FOR PARTIAL MONTH WORKED	41
ADOPTION	89
ALLOWANCES	
CONSULTANTS	36
COORDINATORS	36
DEPARTMENT HEADS.....	35
DISTRICT TEACHERS.....	35
EDUCATIONAL ASSESSMENT SPECIALISTS.....	36
EDUCATIONAL PSYCHOLOGISTS.....	36
FIRST AID	65
MILEAGE.....	31
POSITIONS OF SPECIAL RESPONSIBILITY	35
SALARY INDEMNITY PLAN.....	28
TEAM LEADERS	36
ALTERNATE SCHOOL CALENDAR	57
AMENDMENTS TO THE AGREEMENT.....	15
ANTI-RACISM	77
APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT	49
APPOINTMENTS	
PART-TIME	42, 43, 50
ASSIGNMENT IN SCHOOL.....	75
ASSISTANTS, TEACHER, ROLE OF	16
ASSOCIATED PROFESSIONALS	40
AVAILABILITY OF TEACHERS ON CALL	60
B	
B.C. COLLEGE OF TEACHERS FEES.....	19, 26
BCTF DUES DEDUCTION	10
BEGINNING TEACHER.....	63
BENEFITS	
DEATH BENEFITS.....	33
DENTAL.....	32
EMPLOYEE ASSISTANCE PLAN	33
EXTENDED HEALTH.....	31
GROUP LIFE INSURANCE	32
MEDICAL SERVICES.....	31
OPTIONAL TERM LIFE INSURANCE	32
BEREAVEMENT LEAVE	89
BREAK FOR TEACHERS OF KINDERGARTEN	62
BUDGET – SCHOOL BOARD.....	66
BULLETIN BOARDS.....	18
C	
CATEGORY 5 PLUS 15 UNITS (30 CREDITS)	40
CATEGORY 5+.....	34
COMMITTEE MEMBERSHIP.....	11
COMMITTEES	
EDUCATIONAL CHANGE	79
HEALTH AND SAFETY	64
LANGLEY TEACHERS' PROFESSIONAL DEVELOPMENT	79
STAFF COMMITTEES	17
COMPASSIONATE CARE LEAVE	81
COMPASSIONATE LEAVE	89
CONSULTANTS	36
CONTRACT NEGOTIATIONS	20
COORDINATORS.....	36
COPY OF AGREEMENT	15
COURT APPEARANCES.....	90
CRITERIA, EVALUATION	93
D	
DAILY DEDUCTION RATE.....	41
DEDUCTION OF B.C. COLLEGE OF TEACHERS FEES.....	19
DENTAL PLAN	32
DEPARTMENT HEAD	35
DISCIPLINE AND DISMISSAL FOR MISCONDUCT	54
DISCIPLINE AND DISMISSAL FOR MISCONDUCT (LOCAL LOU)	95
DISMISSAL BASED ON PERFORMANCE.....	53
DISTRICT TEACHERS.....	35
DUES DEDUCTION.....	10
E	
EDUCATIONAL ASSESSMENT SPECIALISTS	36
EDUCATIONAL CHANGE	79
EDUCATIONAL LEAVE	84
EDUCATIONAL PSYCHOLOGISTS	36
EI REBATE	27
EMPLOYEE ASSISTANCE PROGRAM.....	78
EVALUATION (OF TEACHING).....	55
EVALUATION CRITERIA	93
EXCLUSIONS FROM THE BARGAINING UNIT	71
EXECUTIVE OFFICER LEAVE	20
EXTRA-CURRICULAR ACTIVITIES	64
F	
FALSELY ACCUSED EMPLOYEE	78
FAMILY ILLNESS.....	89
FILLING OF VACANCIES.....	72
FIRST AID	65
G	
GRADUATION LEAVE.....	91
GRIEVANCE PROCEDURE.....	11
GROUP LIFE INSURANCE	32

H	
HARASSMENT/SEXUAL HARASSMENT	67
HEALTH AND SAFETY	65
HEALTH AND SAFETY COMMITTEE	64
HOME EDUCATION	63

I	
INFORMATION, ACCESS TO	19
INTERNAL MAIL	18
ITINERANT TEACHERS	62

J	
JOB SHARING	50
JURY DUTY AND COURT APPEARANCES	90

L	
LAYOFF, RECALL AND SEVERANCE	46
LEAVES OF ABSENCE	
ADOPTION	89
BEREAVEMENT	89
COMPASSIONATE	89
COMPASSIONATE CARE	81
COMPETITION	91
COURT	90
EDUCATIONAL LEAVE	84
ELECTED OFFICE	91
EXAMINATIONS	91
EXECUTIVE OFFICER	20
FAMILY ILLNESS	89
FUNERALS	89
GRADUATION	91
JURY DUTY	90
LONG TERM PERSONAL LEAVE	89
MARRIAGE	90
MATERNITY	87
MATERNITY	86
PARENTHOOD	87
PARTIAL MEDICAL LEAVE	84
PATERNITY	88
PERSONAL	90
PROFESSIONAL ORGANIZATIONS	21
PROVINCIAL CONTRACT NEGOTIATIONS	14
SECONDMENT	82
SELF FUNDED LEAVE PLAN	90
SHORT TERM PARENTAL	87
SICK LEAVE	83
UNION	21
UNION PRESIDENT	20
WORKERS' COMPENSATION	83
LEAVES OF ABSENCE - NOTICE	83
LEGISLATIVE CHANGE	15
LETTERS OF PERMISSION	41
LIFE INSURANCE	32
LOCAL AND BCTF DUES DEDUCTION	10

LOCAL LETTERS OF UNDERSTANDING	
ARTICLE E.22 FILLING VACANT POSITIONS	97
DISCIPLINE AND DISMISSAL FOR MISCONDUCT	95
MIDDLE SCHOOL PROGRAM	101
REPORT CARDS	94
LOCK OUTS	18
LONG TERM PERSONAL LEAVE	89

M	
MARRIAGE LEAVE	90
MATERNITY LEAVE	86, 87
MEDICAL SERVICES PLAN	31
MEDICATION, ADMINISTRATION OF	65
MEMBERSHIP REQUIREMENT	9
MIDDLE SCHOOLS	58, 101
MILEAGE	31

N	
NEW POSITIONS	71
NO CONTRACTING OUT	15
NO DISCRIMINATION	77
NON-SEXIST ENVIRONMENT	67

O	
OPTIONAL TERM LIFE INSURANCE PLAN	32
OPTIONAL TWELVE-MONTH PAY PLAN	29

P	
PARENT/TEACHER CONFERENCES	61
PARENTHOOD LEAVE	87
PARTIAL MEDICAL LEAVE	84
PART-TIME APPOINTMENTS	50, 60
PART-TIME TEACHERS	42, 50
STAFF MEETING ATTENDANCE	63
PATERNITY	88
PAY PERIODS	30
PENSION PLAN	33
PERFORMANCE, DISMISSAL BASED ON	53
PERSONAL LEAVE (LONG TERM)	89
PERSONAL LEAVE (SHORT TERM)	90
PERSONAL PROFESSIONAL MATERIALS, EQUIPMENT OR TEACHING AIDS	29
PERSONNEL FILES	76
PICKET LINE PROTECTION	18
PLACEMENT (ON SCALE)	37
PORTABILITY OF SICK LEAVE	81
PORTING SENIORITY	44
POSITIONS OF SPECIAL RESPONSIBILITY	35
POSTING VACANT POSITIONS	72
PREPARATION TIME	58, 59, 60
PRIVATE VEHICLE DAMAGE	29
PROFESSIONAL AUTONOMY	79
PROFESSIONAL DEVELOPMENT	79
PROFESSIONAL DEVELOPMENT DAYS	79

PROFESSIONAL DEVELOPMENT FUND	79
PROVINCIAL LETTERS OF UNDERSTANDING	
2008 SALARY HARMONIZATION	131
ADDENDUM A TO LOU 1	119
ADDENDUM B TO LOU 1	119
ADDENDUM C TO LOU 1	120
ADDENDUM D TO LOU 1	120
APPENDIX 1 TO LOU 1	106
APPENDIX 2 TO LOU 1	116
APPROVED LIST OF ARBITRATORS FOR D.3, D.5, LOI 1	
.....	121
ARTICLE B.12 CATEGORY 5+ TRANSITIONAL PROVISIONS	
.....	134
ARTICLE C.2 – PORTING OF SENIORITY & ARTICLE G.1	
PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY	
HOLDING PART-TIME APPOINTMENTS IN TWO	
DIFFERENT DISTRICTS.....	137
ARTICLE C.2. – PORTING OF SENIORITY – SEPARATE	
SENIORITY LISTS.....	135
BENEFITS REVIEW COMMITTEE.....	130
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS	
.....	105
EARLY INCENTIVE PAYMENT.....	124
EMPLOYMENT EQUITY - ABORIGINAL EMPLOYEES ...	126
FISCAL DIVIDEND	133
FORMALIZATION OF MIDDLE SCHOOL PROVISIONS..	104
ONE TIME PAYMENT TO TEACHER INFLATION	
ADJUSTMENT ACCOUNT	125
PROVINCIAL ARTICLES HOUSEKEEPING COMMITTEE	127
REHABILITATION COMMITTEE	129
SECTION 27.4 EDUCATION SERVICES COLLECTIVE	
AGREEMENT ACT.....	123
SECTION 4 OF BILL 27 EDUCATION SERVICES	
COLLECTIVE AGREEMENT ACT.....	122
TEACHER SUPPLY AND DEMAND INITIATIVES	132
UPDATING THE PROVINCIAL COLLECTIVE AGREEMENT	
MID-CONTRACT MODIFICATION PROCESS.....	128
R	
RECALL.....	46
RECOGNITION OF THE UNION	9
REDUCTION IN SALARY.....	41
REGISTERED RETIREMENT SAVINGS PLAN.....	27
REGULAR WORK YEAR FOR TEACHERS	60
REIMBURSEMENT FOR MILEAGE AND INSURANCE	31
REIMBURSEMENT FOR PERSONAL PROPERTY LOSS	29
RESIGNATION	44
RIGHT TO REPRESENTATION.....	16, 17, 54, 55, 56
S	
SALARY	
PLACEMENT ON SCALE.....	37
SALARY SCALE	23, 24, 25
SALARY	22

SALARY DETERMINATION FOR EMPLOYEES IN ADULT	
EDUCATION	27
SALARY INDEMNITY PLAN ALLOWANCE	28
SALARY PLACEMENT LETTER OF PERMISSION	41
SCHOOL ACT APPEALS	76
SCHOOL FACILITIES	18
SCHOOL STAFF COMMITTEES	17
SCHOOL STAFF REPRESENTATIVES	16
SECOND BANK ACCOUNT OPTION.....	30
SECONDMENT LEAVE	82
SELF-FUNDED LEAVE PLAN.....	90
SENIORITY	44
SENIORITY LIST	46
SEVERANCE.....	46
SEXUAL HARASSMENT	67
SHORT TERM PARENTAL LEAVE	87
SICK LEAVE.....	83
SIGNATURES	92
STAFF MEETINGS	63
STAFF ORIENTATION.....	19
STRIKE/LOCK-OUT	18
STUDENT MEDICATION AND MEDICAL PROCEDURES	65
SUMMER SCHOOL.....	42
SUPERVISION.....	62
SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS ...	87

T

TEACHER ASSISTANTS.....	16
TEACHER IN CHARGE	36
TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS..	60
TEACHER ON CALL PAY AND BENEFITS	26
TEACHER-IN-CHARGE	36
TEACHERS ON CALL	
AVAILABILITY	60
CONTINUOUS ASSIGNMENT	52
HIRING	51
LIST.....	51
TEAM LEADERS.....	36
TERM CONTRACTS	49
TERM, CONTINUATION AND RENEGOTIATION.....	8
TRANSFER AND ASSIGNMENTS.....	74
TWELVE-MONTH PAY PLAN	29

U

UNION INVOLVEMENT IN BOARD BUDGET PROCESS	66
UNION PRESIDENT/EXECUTIVE OFFICER LEAVE	20
USE OF SCHOOL FACILITIES	18

W

WEEKLY INSTRUCTIONAL ASSIGNMENT	59
WORKERS' COMPENSATION	83