

PROVINCIAL COLLECTIVE AGREEMENT

A Working Document
BETWEEN:

B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)

As bargaining agent for all the school Boards and authorities established under the
School Act
AND:

BRITISH COLUMBIA TEACHERS' FEDERATION
(BCTF)

On behalf of all employees included in the bargaining unit established under the Public Education Labour
Relations Act (PELRA)

As it applies in
SCHOOL DISTRICT #42 MAPLE RIDGE – PITT MEADOWS

Between
THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 42
(The Employer)
and
THE MAPLE RIDGE TEACHERS' ASSOCIATION
(The Local)

Effective July 1, 2006 to June 30, 2011

Note: This is a working document intended to set out the agreed upon terms and conditions of employment between BCTF and BCPSEA as those terms and conditions apply in SD No. 42 (Maple ridge- Pitt Meadows). In the event of a dispute, the original source documents will be applicable.

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SECTION A – COLLECTIVE BARGAINING RELATIONSHIP

Preamble

Both parties agree that the purpose of this Agreement is to:

1. Maintain an environment conducive to an efficient and effective level of quality education services to the pupils in the District; and
2. Maintain harmonious relations and foster cooperation between the Board and the Association; and
3. Set forth mechanisms for the expeditious resolution of differences which may arise as to the application or interpretation of the Agreement; and
4. Set forth the terms and conditions of employment agreed to between the parties.

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 employer in each district recognizes the local in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
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*.

Local Provisions

4. Associated Professionals as defined below are included in the bargaining unit.
 - a. Definition: "Associated Professionals" will be defined mutually by the Board and the Association. Associated Professionals employed in the district are currently the positions of "Speech and Language Pathologists and School Psychologists."
 - b. The parties agree that this Agreement does not apply to persons employed by the Board to teach in Summer School.

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 local(s) in the district(s) in which they are employed, 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.

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.

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.5.2 and Article A.5.3 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

Preamble

1. 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.
 - 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.21 ASSOCIATION RIGHTS

- 1. President's Leave
 - a. The Board hereby agrees to release the President of the Association from teaching duties for the school year following his or her election.
 - b. The Board will continue to pay the President his/her salary and to provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
 - c. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Board. The President shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness. Such days or part days shall be deducted from the President's accumulated sick leave credits.
 - d. The teacher returning to full teaching duties from a term or terms as President shall be assigned to the position prior to the release or to another position which is acceptable to the teacher.
 - e. In the event the President is unable to fulfill the duties prescribed by the MRTA, the Board shall provide a Teacher on Call paid for by the Association to permit another Association member to assume the duties of the President. Provisions of Section A, Article A.21, A.21.1.a, A.21.1.b, A.21.1.c and A.21.1.d, shall also apply.
 - f. Both parties will work towards minimizing any disruption of instruction on application of this clause.
- 2. Bargaining Chair Leave
 - a. The Board hereby agrees to release the Bargaining Chairperson of the Association from teaching duties for the school year following his/her election subject to the conditions listed under Section A, Articles A.21, A.21.1.b, A.21.1.c, A.21.1.d, A.21.1.e and A.21.1.f.
- 3. Release Time for Association, BCTF, CTF and Teacher College Business
 - a. An employee covered by this Agreement who is a member of the Executive Committee, representative assembly, a committee or task force of either the Association, the BCTF, the CTF, the Teacher College or appointed an official representative or delegate of the Association or the BCTF, or who is an Association staff representative, shall be entitled to release time to a maximum of 15 days per school year, to carry out the duties involved.

- b. Such release from duties shall be granted without loss of pay and shall be subject only to the Board being reimbursed for the cost of the Teacher on Call.
- c. In the event that an employee covered by this Agreement is elected to a position as an officer of the Teacher College Council or the BCTF, or is appointed on a term contract of employment to the administrative staff of the Teacher College Council or the BCTF, or secondment to the Federation, leave of absence without pay shall be granted for the duration of those duties. For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board in such case the employee shall be entitled, on written notice by at least May 31st or November 15th, to return to employment with the Board effective September or January and shall be entitled to an assignment comparable to that previously held.

4. Leave for Local Contract Negotiations

- a. The Board agrees to share in the cost of four (4) teachers at seventy-five percent (75%) of cost of Teachers on Call provided for leave of absence to conduct contract negotiations with the Board.

5. School Staff Representatives

- a. Local Association school staff representatives, elected in accordance with local Association procedures shall:
 - i. Convene Association meetings in the school to conduct Association business at such times so as not to disrupt normal school operations;
 - ii. Be relieved of instructional duties with no loss of pay in order to investigate or participate in solving a grievance or arbitration. Wherever possible, such activities should be conducted outside of instructional time. Where investigation cannot take place outside of instructional time, the investigation shall take place at a time mutually agreed upon by the school Staff Representative and the Administrative Officer;
 - iii. Be relieved of instructional duties with no loss of pay to be present at any meeting between an administrative officer and a teacher in the school or district when the discussion is or may become disciplinary.
 - iv. Be present upon request at a meeting between a member and an Administrative Officer or Board official. If an Administrative Officer or Board official requests the meeting during school hours, the member will not lose any pay.

6. Access to Worksite and Use of School Facilities

- a. Representatives of the Association, in consultation with the appropriate Administrative Officer, shall have the right to transact Association business on school property at reasonable times, provided that such activities or use do not interfere with classroom instruction and provided that facilities and equipment to be used are properly booked.
- b. The Association shall reimburse the employer for any additional operating costs arising from the Association's activities and for equipment damage and for any supplies consumed by the Association.

7. Bulletin Boards

- a. The Board shall provide bulletin Boards in all staff rooms in all school buildings so that all employees in the bargaining unit will have access to them and upon which the Association shall have the right to place notices of meetings and such other notices as may be of interest to the employees of the bargaining unit.

8. Internal Mail

- a. Where no operational difficulties are created, the Association may use at no cost, the District courier service and employee mail boxes for communication to bargaining unit members. The Association shall be responsible for distribution of material into the designated delivery boxes, slots, etc.

9. Access to Information

- a. The Board agrees to furnish to the Association the following information no later than October 15th:
 - i. A list of employees, showing their names, address, phone numbers, grid placement, seniority and staff assignment. The Board will not disseminate any telephone numbers or addresses of employees who wish that information to remain private.
- b. The Board agrees to furnish to the Association or its designated representatives, within five (5) days, the following information:
 - i. Notifications of less than satisfactory reports, job postings, transfers, hires, resignations, retirements, employee deaths, discharges, suspensions.
 - ii. Agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board.
- c. The Board agrees to furnish to the Association or its designated representatives, one copy of the following information:
 - i. The audited financial statements as approved by the Board in the form submitted to the Ministry of Education.
 - ii. The preliminary budget as approved by the Board in the form submitted to the Ministry of Education.
 - iii. The final budget as approved by the Board in the form submitted to the Ministry of Education.
 - iv. The fiscal frameworks as provided to the Board by the Government.
 - v. The final determination as provided to the Board in April of each year by the Ministry of Education.

10. MRTA Involvement in Board Budget Procedure

- a. Each year in the preparation of the District annual budget, the Association shall be invited to a Special Board Meeting to allow Association views on budgetary matters to be presented to the Board.

ARTICLE A.22 PICKET LINE PROTECTION

- 1. All employees covered under this Agreement have the right to refuse to cross or work behind a picket line established as a result of a dispute as defined by the Labour Relations Act.
- 2. Failure to cross such a picket line shall not be considered a violation of this Agreement nor shall it be cause for disciplinary action by the Board.

3. Any employee failing to report to work under this article shall be considered to be absent without pay.
4. Teachers shall not be required to perform duties or work normally performed by employees in a legal strike or lockout except for emergent matters which would threaten the health and safety of students.

ARTICLE A.23 COPY OF AGREEMENT

1. The Board shall provide every employee covered under this Agreement with a printed copy of this Agreement at the same time as it is distributed to Administrators, but no later than within thirty (30) days of ratification of the Agreement.
2. The cost of printing and distributing the Contract shall be shared 35% by the Association and 65% by the Board.

ARTICLE A.24 NO CONTRACTING OUT

1. All work performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit. The Board shall not contract out instructional services (including those performed by teachers and Associated Professionals of a support nature) of a type and kind normally and regularly performed by members of the bargaining unit.

ARTICLE A.25 TEACHING ASSISTANTS

1. Teaching assistants are employed to assist teachers in carrying out their responsibilities and duties.
2. Teaching assistants shall work under the employment supervision of an Administrative Officer and the direct instructional supervision of teachers.
3. Unless specifically directed by the teacher, teaching assistants shall not perform any of the duties of teachers, including but not limited to:
 - a. Designing, supervising and assessing educational programs;
 - b. Assuming any instructional responsibilities or engaging in the delivery of educational programs;
 - c. Providing instruction to individual students and/or groups of students; or
 - d. Evaluating students or educational programs.
4. Teaching assistants shall not be used as alternatives for qualified professional personnel.

ARTICLE A.26 EXCLUSIONS FROM THE BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties.
2. The Board shall notify the Association of any newly-created position(s) offered in the district and forward to the Association Office a written job description of the new position(s).

3. The inclusion or exclusion of new position(s) shall be determined on the basis that the position(s) involves any of the functions outlined in the Labour Relations Act as the basis for exclusion from the definition of an “employee”.
4. Failure by the parties to reach mutual agreement under Section A, Article A.26.3 may result in either party referring the matter directly to arbitration pursuant to Section A, Article A.6.

ARTICLE A.27 MANAGEMENT RIGHTS

1. The Association recognizes the responsibility and the right of the Board to manage and operate the school district in accordance with its responsibilities and commitments.
2. The right to assign duties and to manage and direct employees is vested exclusively in the Board except as otherwise provided for in this Agreement.
3. Such rights shall be exercised fairly and reasonably.
4. It is expressly understood that all rights not covered by this Agreement shall remain the rights of the school district.

SECTION B – SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 MONETARY PROVISIONS/SALARY SCALE

1. The April 1, 2006 Harmonized salary grids in the Local Agreement have been amended to reflect the 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.

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/kilometer allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
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:
 - 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, whichever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

Local Provisions

7. Non-Instructional Days – Teachers on Call
 - a. When a non-instructional day(s) occurs during a Teacher on Call's assignment, the teacher's service shall not be considered to have been broken. If a Teacher on Call is required by the Principal to attend a non-instructional day, the Teacher on Call shall be paid at the appropriate rate.
8. Call Out
 - a. A Teacher on Call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
 - b. A Teacher on Call assigned to a school for a half day and not utilized or utilized for only a portion of the half day shall be paid for a half day.
 - c. No assignment shall be less than one half (0.5) day.
9. Continuous Assignment
 - a. In the event that a Teacher on Call's assignment is interrupted by the return of a teacher, and that teacher is subsequently absent the following one working day, then that Teacher on Call if

available, shall be reassigned and the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.

b. A Teacher on Call's service shall not be considered broken by:

- i. A strike or lockout, or
- ii. A Teacher on Call's illness or accident.

10. Pay Periods

a. It is agreed that salaries of Teacher on Call shall be paid on or before the fifth (5th) working day subsequent to the last day of the previous month, conditional upon the Teacher on Call providing record of work not later than the last day of the previous month.

11. Extended Day Schools

a. Teachers on Call placed in assignments involving an extended school day will receive an additional .08 day's pay for each full extended day worked from the first day.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

1. The following shall apply to employees providing instruction in adult education programs in these districts:

School District No. 42 (Maple Ridge)

Employees instructing in High School Completion Credit Courses, Adult Basic Education, Adult Pathfinder Program and Adult English as a Second Language in the Continuing Education Department.

- 2. a. These employees shall be paid in accordance with their placement on the salary scale as determined by the provisions of this Collective Agreement in their respective districts.
- b. Uncertified employees shall be placed on the salary scale in accordance with the category and experience provisions of this Collective Agreement or, where such provisions are not found in this Collective Agreement, the practice in their respective districts as confirmed by the employer and the local.
- c. Notwithstanding Articles B.3.2.a and B.3.2.b, where an hourly rate of pay in respect of a district produces a higher rate of pay than provided in Articles B.3.2.a and B.3.2.b, employees in that district who would benefit shall continue to be paid the higher rate until such time as the rate on the scale established by Articles B.3.2.a and B.3.2.b is higher. These employees shall not be entitled to further increment payments until that time but shall receive experience increment credit.

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

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

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 than an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

1. Provincial language does not apply in SD 42.
2. Provincial language does not apply in SD 42.
3. Provincial language does not apply in SD 42.

Local Provision

4. Annual salaries of teachers as determined in this Agreement shall be paid in twenty (20) equal semi-monthly installments during the period September 1 and June 30. The first payroll issue of each month will be paid on or before the 15th of the month. The second payroll issue of each month will be paid on the last teaching day of that month.

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

[Not applicable in SD 42 Maple Ridge]

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

ARTICLE B.11 BENEFITS

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

ARTICLE B.12 CATEGORY 5+

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.
 - 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.

Basic Salary Scale:**April 1, 2006**

Step	Prov Cat 5+				TQS 6	
	Cat 4	Cat 5	Cat 7		Cat 6	
0	38,016	40,776	43,786		44,843	
1	39,855	43,110	46,283		47,386	
2	41,694	45,444	48,780		49,928	
3	43,533	47,778	51,277		52,471	
4	45,372	50,112	53,775		55,013	
5	47,212	52,446	56,272		57,556	
6	49,051	54,780	58,769		60,099	
7	50,890	57,114	61,266		62,641	
8	52,729	59,448	63,764		65,184	
9	54,568	61,782	66,261		67,726	
10	56,407	64,116	68,758		70,269	

July 1, 2006

Step	Prov Cat 5+				TQS 6	
	Cat 4	Cat 5	Cat 7		Cat 6	
0	38,966	41,795	44,880		45,964	
1	40,851	44,188	47,440		48,570	
2	42,737	46,580	50,000		51,176	
3	44,622	48,972	52,559		53,783	
4	46,507	51,365	55,119		56,389	
5	48,392	53,757	57,679		58,995	
6	50,277	56,150	60,238		61,601	
7	52,162	58,542	62,798		64,207	
8	54,047	60,934	65,358		66,813	
9	55,932	63,327	67,917		69,420	
10	57,817	65,719	70,477		72,026	

July 1, 2007

Step	Prov Cat 5+				TQS 6	
	Cat 4	Cat 5	Cat 7		Cat 6	
0	39,941	42,840	46,002		47,113	
1	41,873	45,292	48,626		49,784	
2	43,805	47,745	51,250		52,456	
3	45,737	50,197	53,873		55,127	
4	47,669	52,649	56,497		57,798	
5	49,602	55,101	59,121		60,470	
6	51,534	57,553	61,744		63,141	
7	53,466	60,005	64,368		65,812	
8	55,398	62,458	66,992		68,484	
9	57,330	64,910	69,615		71,155	
10	59,263	67,362	72,239		73,826	

July 1, 2008

Step	Prov Cat 5+				TQS 6
	Cat 4	Cat 5	Cat 7	Cat 6	
0	40,939	43,911	47,152	48,291	
1	42,920	46,425	49,842	51,029	
2	44,900	48,938	52,531	53,767	
3	46,881	51,452	55,220	56,505	
4	48,861	53,965	57,909	59,243	
5	50,842	56,479	60,599	61,982	
6	52,822	58,992	63,288	64,720	
7	54,803	61,506	65,977	67,458	
8	56,783	64,019	68,666	70,196	
9	58,764	66,532	71,356	72,934	
10	62,567	71,117	76,168	77,942	

Benefit From Harmonization:

2.5% GWI

Only:	60,744	69,046	74,045	75,672
Harmonization:	62,567	71,117	76,168	77,942
Harmonization %:	3.00%	3.00%	2.87%	3.00%

July 1, 2009

Step	Prov Cat 5+				TQS 6
	Cat 4	Cat 5	Cat 7	Cat 6	
0	41,963	45,009	48,331	49,498	
1	43,993	47,585	51,088	52,305	
2	46,023	50,162	53,844	55,111	
3	48,053	52,738	56,601	57,918	
4	50,083	55,314	59,357	60,725	
5	52,113	57,891	62,114	63,531	
6	54,143	60,467	64,870	66,338	
7	56,173	63,043	67,627	69,144	
8	58,203	65,619	70,383	71,951	
9	60,233	68,196	73,139	74,757	
10	64,131	72,895	78,072	79,891	

July 1, 2010

Step	Prov Cat 5+		TQS 6	
	Cat 4	Cat 5	Cat 7	Cat 6
0	42,802	45,909	49,298	50,488
1	44,872	48,537	52,109	53,351
2	46,943	51,165	54,921	56,214
3	49,014	53,793	57,733	59,076
4	51,084	56,421	60,544	61,939
5	53,155	59,048	63,356	64,802
6	55,226	61,676	66,167	67,664
7	57,296	64,304	68,979	70,527
8	59,367	66,932	71,791	73,390
9	61,437	69,560	74,602	76,252
10	65,414	74,353	79,633	81,489

*Teachers on Category 2 level shall be placed in Category 3 at a step which has comparable or slightly higher dollar value. Those teachers who moved to Category 3 due to the deletion of Category 2 shall not receive annual experience increments until they are reclassified as determined by the T.Q.S.

*Criteria for Category 5+ 15 units are those as specified in Article B.8 of Section B.

Local Provisions

ARTICLE B.21 PLACEMENT ON BASIC SCALE BY CATEGORY

1. The placement of each full-time teacher on the basic salary scale shall be according to the category as determined by the Teacher Qualification Service, or as otherwise provided in the Agreement.
2. Part-time teachers shall be placed on scale on the same basis as full-time teachers except that annual salary shall be pro-rated on the basis of proportion of actual teaching assignment.
3. It shall be the responsibility of each incoming teacher to provide certified evidence of category held by providing a copy of the TQS determination to the Secretary Treasurer of the Board as soon as possible after appointment to the District, but in any event no later than three (3) months from the date of appointment.
4. Where a teacher experiences difficulty beyond his/her control in securing the necessary certification of category from TQS and where the three (3) month limitation cannot be met, an extension as necessary will be granted provided the teacher submits these indications of difficulties in writing to the Secretary Treasurer of the Board at least five (5) working days before the three (3) month period from date of appointment is reached.
5. Where these procedures are followed and upon receipt of the necessary TQS certification, adjustment of salary will be made retroactive to date of appointment.
6. Where the procedures are not followed, any adjustment of salary will be made effective with the date upon which certification of TQS category is provided to the Secretary Treasurer of the Board.

7. Teachers who are in possession of a Ministry of Education certificate, or classification PA/SA issued prior to January 1, 1980, who do not hold a Category 6 issued by the Teacher Qualification Service, shall be placed on Category 5+15 Units of the basic salary scale at the appropriate experience level. Note this is replaced by B.12 effective September 1, 2007.
8. A teacher holding a teaching category below level 4 who, because of specialized expertise in either area of industrial education or teaching chef and is assigned to teach in that area of specialization at the secondary school level, shall be placed on Category 4 for salary purposes, pursuant to Section B, Article B.1, for the applicable period in which the teacher is assigned to the aforementioned area of specialization.
9. Intern teachers and persons holding Letters of Permission shall be placed on the first step of the basic scale according to years of formal education beyond grade 12. Related experience, if applicable, shall be granted in accordance with provisions under Section B, Article B.27.

ARTICLE B.22 RECLASSIFICATION OF CERTIFICATION BY TEACHER QUALIFICATION SERVICE

1. Reclassification of a teacher, in consequence of additional training, and salary increase resulting in such reclassification, will be effected upon receipt of confirmation of eligibility from Teacher Qualification Service for the change, and teachers will notify the Secretary Treasurer of the Board, giving confirmation of the reclassification.
2. Where a teacher satisfactorily completes training programs on or before the 31st day of August, and where written application is made to the Secretary Treasurer of the Board on or before the following 31st day of October, the resulting change in reclassification shall be effective the 1st day of September of that year.
3. Where a teacher experiences difficulties beyond his or her control in securing necessary documentation, the application date will be extended to the 15th of December, providing that the teacher submits these indications of difficulties in writing to the Secretary Treasurer of the Board before October 31.
4. Where a teacher satisfactorily completes training programs on or before the 31st day of December, and where written application is made to the Secretary Treasurer of the Board on or before the following 28th day of February, the resulting change in reclassification shall be effective from the 1st day of January of that year.
5. Where a teacher experiences difficulties beyond his or her control in securing necessary documentation, the application date will be extended to the 15th of April providing that the teacher submits these indications of difficulties in writing to the Secretary Treasurer of the Board before February 28.
6. When an application for change of classification has not been processed by the above dates, the change in classification will be effective on the first day of the month in which the Board receives notification.

ARTICLE B.23 PLACEMENT ON CATEGORY 5+15 UNITS

NOTE THIS LANGUAGE IS REPLACED BY PROVINCIAL ARTICLE B.12 EFFECTIVE SEPTEMBER 1, 2007

1. Teachers possessing Category 5+15 units of acceptable university credit shall be paid on the 5+15 Category as referred to in Section B, Article B.1.

2. All applications for benefit under this section shall be made by the teacher on the appropriate forms provided by the Board and in all instances shall be directed to the Superintendent of Schools or delegate.
3. All applications must be accompanied by an official transcript and a certified statement from the Teacher Qualification Service establishing the precise studies and course work that were included by the Teacher Qualification Service in determining Category 5 eligibility.
4. The criteria to be used in determining eligibility for placement of a teacher on the 5+15 units category of the basic scale shall be as follows:
5. Eligibility Criteria for 5+15 Units
 - a. Teachers must possess a TQS Category 5 certification and 15 additional units or its equivalent of acceptable credit.
 - b. Criteria for acceptance and approval of units shall be:
 - i. units must be acceptable to the Board as determined by the Superintendent of Schools or delegate pursuant to criteria so provided in Section B, Article B.23;
 - ii. standing in each course must be sixty-five percent (65%) or better, except that one pass mark of sixty to sixty-four percent (60-64%) will be acceptable;
 - iii. courses taken must be in no more than TWO areas of study.

Examples of areas of study are:

English	Mathematics
Counselling	Any teaching subject whether
Curriculum and instruction	being taught or not
Approved master's program	Administration
Occupational	Handicapped and slow learners

- c. Units earned must be in addition to obtaining requirements (including teacher training) for the PB/SB Category 5 certificate.
- d. Units must not have been used to obtain present or prior certification.
- e. Units must be in course work for upper division undergraduate or graduate degree credit.
- f. The number of credits by institution will be:

- U.B.C.	30 semester hours
- Western Washington	45 quarter hours
- S.F.U.	30 semester hours
- Victoria	15 units
- g. Credits awarded to applicants from recognized or accredited universities other than those listed above will also be considered. (See form for details).

ARTICLE B.24 TEACHING EXPERIENCE ENTITLEMENT – B.C. PUBLIC SCHOOL SYSTEM

1. Experience Determination

- a. Teaching experience shall be granted according to provisions of this Agreement and shall be subject to verification by the teacher's previous employer in a form acceptable to the Board.

2. Full-Time Teaching Experience

- a. Teachers employed on a full-time basis shall be granted a year of teaching experience, providing a minimum of eight (8) months employment during one (1) school year is rendered.
- b. Where a teacher has completed periods of full-time employment, each of less than eight (8) months as provided for in Section B, Article B.24.2.a, but each three (3) months or more, the periods may be combined to constitute a year's experience, provided that such experience totals a minimum of ten (10) months.

3. Part-time Teaching Experience

- a. Teachers appointed for the full school year as bona fide part-time teachers qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit the accumulative percentage time over a number of years must equate to at least ten (10) months full-time employment. These periods of part-time employment may be added together, provided it adds to a total of ten (10) months. Eligible part-time teachers qualify for experience credit proportionate to the time they are employed.

4. Temporary Appointment Teaching Experience

- a. Teachers employed in temporary appointment capacities whose assignment is on a full-time basis during a school year, a minimum of eight (8) months full-time employment during that school year will constitute one (1) year of experience.
- b. Where a teacher who is appointed to a temporary position has completed periods of full-time employment, each less than eight (8) months as provided in Section B, Article B.24.4.a, but each three (3) months or more, the periods may be combined to constitute one (1) year of experience, provided that such experience totals a minimum of ten (10) months.
- c. Where a teacher who is appointed to a temporary position has completed periods of less than full-time employment, each less than eight (8) months as provided in Section B, Article B.24.4.b, but each three (3) months or more, the periods may be combined proportionate to the percentage of time they are employed, to constitute one (1) year of experience, provided that such experience totals a minimum of ten (10) months.

5. Teacher-On-Call Teaching Experience

- a. Upon written application by the Teacher on Call concerned, where a Teacher on Call completes continuous periods of full-time Teacher on Call employment in the same assignment, each of less than eight (8) months, but each three (3) months or more, the periods may be combined to constitute one (1) year of service, provided that such experience totals a minimum of ten (10) months.
- b. Where a Teacher on Call has completed continuous periods in the same assignment of less than full-time employment, each less than eight (8) months but each three (3) months or more, the periods may be combined proportionate to the percentage of time they are employed, to constitute one (1) year of experience, provided that such experience totals a minimum of ten (10) months.

6. Other

- a. Teaching service, as specified above, in provincial government schools or similar provincial institutions, carries credit where the service is deemed equivalent by the Superintendent of Schools or designate to that of employment as a teacher in the public school system. Similarly, teaching service or appropriate educational administrative service as a member of the staff of the provincial Ministry of Education carries credit.

ARTICLE B.25 TEACHING EXPERIENCE ENTITLEMENT OUTSIDE THE B.C. PUBLIC SCHOOL SYSTEM

1. Recognition of teaching experience gained outside the B.C. Public School system for salary purposes may be granted upon written application by the teacher to the Superintendent of Schools or designate.
2. If there is a disagreement by the applicant as to decision on application by a teacher for teaching experience entitlement, the teacher may proceed to resolve the dispute in accordance with Section A, Article A.6.
3. In instances where teachers are granted leaves of absence to render teaching services on exchange programs, Department of National Defence teaching programs, or other such organizations that offer similar programs requiring teaching services, and upon return to the Districts' teaching force, teaching experience so gained shall be recognized for increment purposes pursuant to Section B, Articles B.24 and B.28.

ARTICLE B.26 TEACHING EXPERIENCE ENTITLEMENT – PEACEKEEPING SERVICE

1. Service as a member of Her Majesty's Armed Forces during the Second World War years (September 1939 – March 31, 1946) carries full experience credit for salary grant purposes, but war employment in other capacities or armed forces is not credited. Twelve (12) months of such service shall constitute a year, and in determining final service credited, a period of eight (8) months shall constitute the final year. Service in the Korean theatre of action as a member of Her Majesty's Armed Forces during the Korean war, shall constitute experience credit covering such service time in the theatre of action, provided time requirements are fulfilled (twelve (12) months or a minimum of eight (8) months in calculating the final year). Service as a member of the armed forces other than the above does not carry experience credit for salary grant purposes.
2. Only teachers hired after January 1, 1979, whose teaching career was interrupted by active service in the Second World War, Korean theatre of action, or service in any United Nations peacekeeping force as referred above, shall qualify for experience increments under this provision upon return to the District's teaching service.

ARTICLE B.27 TEACHING EXPERIENCE ENTITLEMENT – RELATED EXPERIENCE

1. A teacher who:
 - a. Holds a British Columbia Teaching Certificate or is hired as an intern teacher or who holds a Letter of Permission;
 - b. Is employed to teach in any of the following fields:

- industrial education
 - business education
 - home economics
 - music
 - art
 - teaching chef;
- c. is fully qualified in the field in which he/she is teaching by qualifications outside of teaching qualifications, may be credited with not more than five (5) increments in addition to years of teaching experience recognized for increments, calculated as hereinafter set forth on his or her years of experience in that field after he or she was fully qualified therein (herein called “related experience”).
2. In no case shall the salary determined under Section B, Article B.27.1.c. exceed the maximum of the salary scale on which the teacher is placed by certification.
- a. Credit for related experience will only be given if the teacher is teaching at least sixty percent (60%) of his/her teaching time in the field of his/her related experience.
 - b. Applications for related experience shall be made in writing to the Superintendent of Schools or designate, together with supporting evidence as may be required, and appropriate credit for related experience shall be granted for salary purposes as deemed appropriate in the areas specified in Section B, Article B.27.1.b.
 - c. If a claim for related experience is submitted less than two (2) months after the date of employment, any related experience increments granted by the Superintendent of Schools or designate shall be effective as of the date of employment.
 - d. If a claim for related experience is submitted more than two (2) months after the date of employment, any related experience increments granted by the Superintendent of Schools or designate shall be effective as of the month in which the claim was submitted.
 - e. Each two (2) years of related experience, including experience gained in a recognized apprenticeship program, as may be granted by the Superintendent of Schools or designate shall entitle a teacher to one increment to the extent provided under Section B, Article B.27.1.c.
 - f. Teachers who wish their related experience to be considered under the terms of the current Agreement may make application to the Superintendent of Schools or designate and each application shall be limited to one submission. If there is disagreement by the applicant as to decision on application by a teacher for related experience, the teacher may proceed to resolve the dispute in accordance with Section A, Article A.6.

ARTICLE B.28 INCREMENT ENTITLEMENT

1. Teachers who have not reached the maximum salary according to their placement on the basic scale shall receive:
- a. An increment on the first day of the teaching month in which the increment was earned providing the teacher was hired on or before the 15th day of the month, or
 - b. An increment on the first day of the teaching month subsequent to the month in which the increment was earned if the teacher was hired after the 15th day of the month.

ARTICLE B.29 PART-TIME TEACHERS' PAY

1. Part-time teachers shall be paid according to their placement on the basic salary scale and according to time actually worked.

ARTICLE B.30 SPEECH AND LANGUAGE SPECIALISTS

1. Speech and Language Pathologists and School Psychologists shall be paid in accordance with the salary schedule established in Section B, Article B.1.
2. Placement on the salary schedule 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, and
 - b. At the experience level as determined by Section B, Articles B.24 through B.27 inclusive.
3. All other terms and conditions of employment established in this Agreement shall apply to associated professionals.

ARTICLE B.31 POSITIONS OF SPECIAL RESPONSIBILITY

1. Job Descriptions
 - a. The Board in consultation with the Association will draw up job descriptions for positions in the bargaining unit of Special Responsibility, including but not limited to, Department Heads, Helping Teachers, and Area Counselors. These descriptions shall be recognized job descriptions for such positions.
2. New Positions
 - a. The Board in consultation with the Association shall prepare a new job description whenever a new Position of Special Responsibility is created or whenever the duties of any such position are changed or increased. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Teachers' Association.
3. Elimination of Positions
 - a. The Board shall not unreasonably eliminate or change existing positions of Special Responsibility.

ARTICLE B.32 ALLOWANCES

1. Elementary Teachers In Charge Allowance:
 - a. Elementary teachers duly appointed as "teacher-in-charge" to act in the absence of the Principal, shall receive an annual allowance as noted hereunder:

School FTE (Teachers)	Annual Allowances				
	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
0 – 5	164.00	168.00	172.00	176.00	180.00
6 -1 0	331.0	339.00	348.00	357.00	364.00
11 -1 5	495.00	507.00	520.00	533.00	544.00
16 – over	662.00	679.00	696.00	713.00	727.00

- b. In the absence of the Administrative Officer, the Teacher-in-Charge shall:
 - i. Attend to routine procedures and supervision for the safety of students and the security of the school, and
 - ii. Deal with emergencies which arise.
- c. The teacher-in-charge may, upon request, be released from teaching duties after one (1) full day in a continuous in-charge capacity.

2. Department Heads

- a. The annual value of a full Department Head allowance payable in addition to the regular annual salary of the teacher(s) concerned shall be:

Department Head Allowance

	Annual Allowances				
	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	June 30, 2010
Major	2,617.00	2,682.00	2,749.00	2,818.00	2,874.00
Minor	1,732.00	1,775.00	1,819.00	1,864.00	1,901.00

Departments having less than five (5) F.T.E. teachers and less than seven (7) teachers in the department shall be defined as “minor”. Departments having five (5) or more F.T.E. teachers or seven (7) or more teachers shall be defined as “major”.

- b. The annual value of a partial Department Head allowance shall be pro-rated according to the portion of a full Department Headship which is allocated to that partial Department Head.
- c. Payment to a person appointed to a partial Department Headship shall not be less than one-half the value of a full Department Headship as provided in Section B, Article B.32.2.a.
- d. Elementary helping teachers and area counselors appointed by the Board shall receive the Department Head allowance as provided for in Section B, Article B.32.2.a, in addition to their placement on the basic scale.

3. First Aid:

- a. Teachers designated the responsibility of First Aid Attendant in schools, and who hold a valid Industrial First Aid Certificate, shall be paid an annual allowance according to the following schedule:

Industrial First Aid

	Annual Allowances				
	July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
IFA Level 2+	1,046.00	1,072.00	1,099.00	1,126.00	1,149.00

ARTICLE B.33 GENERAL SALARY

1. Part Month Payments and Deductions
 - a. The basis for salary adjustment in respect of increases or deductions shall be 1/200 of the current annual salary of the teacher.
 - b. A continuing or temporary contract teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days.
 - c. For purposes of Section B, Article B.33.1.b, prescribed days on which the teacher is on authorized leave of absence shall be deemed to be a day of work, and deductions (if any) which are authorized by this Agreement in respect of such leave of absence shall be made from the monthly payment provided.
 - d. The rate of pay for teaching a partial month shall be:

 Number of days taught in month/200 x current salary
2. No Cuts in Salary
 - a. Teachers on staff as at the effective date of this Agreement and who would otherwise have had their salaries reduced as a consequence of implementing the new basic salary scale shall continue to receive their present salaries until such time as the basic salary scale provides for an increase.

ARTICLE B.34 PAYMENT BEYOND SCHOOL YEAR

1. Any work performed by employees covered by this Agreement beyond the regular school year shall be voluntary and shall be paid at the rate of one two hundredth (1/200) of their basic annual scale per diem. All other benefits and conditions provided for by this Agreement shall apply to such work.
2. Nothing in this article shall prevent the Board from offering, or a teacher from accepting, a fixed-sum contract for a specific project.

ARTICLE B.35 BOARD PAYMENT OF COLLEGE FEES

1. The Board shall remit annual fees deducted from teachers for membership in the B.C. College of Teachers as established under the Teaching Profession Act.

ARTICLE B.36 BENEFITS

1. Participation Applications

- a. The Board shall provide each new teacher who is entitled to participate with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefits plan. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.

2. Participation Entitlement

- a. All teachers who are assigned to full-time positions, including teachers whose appointments to temporary full-time assignments are for five (5) months or more, shall be entitled to participate in the benefits under this article to the extent participation is permitted in respective plans, and sharing in costs of premium shall be in accordance with the amount so specified in Section B, Article B.36.3.b.
- b. Continuing teachers who are assigned to bona fide part-time positions and temporary teachers whose appointments are to temporary part-time assignments for five (5) months or more, shall be entitled to participate in the benefits under this article, to the extent participation is permitted in respective benefit plans, and sharing in costs of premiums shall be in accordance with the amount so specified in Section B, Article B.36.3.b, at a pro-rata calculation proportionate to the actual teaching assignment that bears to a full-time assignment.
- c. The dental plan is not available to temporary part-time teachers.
- d. Upon written application to the Secretary Treasurer, the Board will continue to provide those benefits outlined under Section B, Article B.36, to a teacher at the cost sharing basis so specified, pursuant to conditions specified hereunder:
 - i. During the period where a teacher is on approved medical leave of absence, and is in receipt of benefits from the Salary Indemnity Fund, and
 - ii. For a period not to exceed one (1) calendar year from the date upon which a teacher begins to receive benefits from the Salary Continuance Plan, providing the teacher is absent on approved medical leave of absence, and
 - iii. That continuation of coverage where so qualified is further conditional upon satisfactory written arrangements agreed to by the Secretary Treasurer and the teacher governing pre-payment of the teacher's portion of benefit costs, and
 - iv. Enrolment in the benefit plans shall be effective at the beginning of the month coincident with or next following the month in which the appointment begins.
- e. It is mutually agreed that a temporary part-time teacher participating in the dental plan as of the date of the signatures covering this Agreement, shall be permitted to continue to participate in the plan on the same basis notwithstanding the new wording of Section B, Article B.36.2.b.

3. Benefit Coverage

- a. The Board agrees to provide benefit plans as outlined hereunder.
- b. The cost of premiums shall be shared with those employees who are entitled to benefits as provided for under this Agreement as follows:

Benefit Plan**Board Share of Established Premium**

Medical	80%
Extended Health	80%
Vision Care Coverage to \$150.00 for each 2 years	
Dental	80%
Plan C lifetime cap	\$2,500
Group Life	80%
Employee Assistance	80%

- c. The Board agrees to administer the following plans, deduct monthly contributions and submit payment to the carriers, with the provision that eligible members participating in the plans will pay the full cost of the premiums:

BCTF Salary Continuous Plan
BCTF Long Term Disability Plan
BCTF Optional Term Life Insurance Plan

- d. Where a teacher is on medical leave of absence, following the termination of sick leave, as outlined in Section G, Article G.21, the Board will continue to provide benefits as provided for in Section B, Article B.36.3.b. at a cost to the employee equal to the cost sharing rate noted in Section B, Article B.36.3.b. during the period the teacher is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits and, where necessary, a further period of six (6) months where the teacher is in receipt of benefits from the BCTF Salary Indemnity Plan (Long Term).
- e. The Board shall remit monthly to the BCTF (Salary Indemnity Plan) the portion of the savings resulting from the Employment Insurance premium reduction or 5/12 of that savings, whichever is greater, which result from the existence of the BCTF Salary Indemnity Plan.

4. 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 (6) months, the Board shall pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which he or she was last employed by the Board.
- b. The Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of six (6) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

5. Employee Assistance Program

- a. The Employee Assistance Plan shall cover a full range of counseling services, for employees and their families, while maintaining strict confidentiality. This shall include but not be limited to, counseling for employees charged with child abuse and subsequently exonerated, assessment and treatment of individuals suffering from any of a wide range of psychological and psychosocial disorders such as marital, family, work, or personal problems, and such symptoms as stress, substance abuse, depression or family breakdown.
- b. All referrals shall be self-referrals, and shall be completely voluntary.

ARTICLE B.37 FINANCIAL ADJUSTMENTS

1. In the event of an employee or employer error in payment or deduction of salary, dues, or benefits, the Board shall adjust the payments of the employee to reflect the correct amount.
2. Such adjustment will be retroactive from:
 - a. One (1) year prior to the employee or employer notifying the other of the error, or
 - b. The date the error occurred, whichever is shorter.

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 (Seniority-Layoff-Recall-Severance Pay)

7. Definition of Seniority

- a. In this Agreement, “seniority” means a teacher’s aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. (For the purpose of calculating length of service, part-time teaching shall be credited on a pro-rated basis).
- b. In addition to the provisions of Article C.2.7.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher on call seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
- c. For continuing and temporary teachers re-entering employment with the Board after four (4) years or more absence, seniority, in terms of this Agreement shall be calculated only from the date of re-entry. The four (4) year limit does not apply to those teachers who have been absent specifically for maternity and/or parenting provided that the teacher has not taught elsewhere.
- d. When the seniority of two or more teachers is equal pursuant to Section C, Article C.2.7.a and C.2.7.b. the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- e. Only for the purposes of this article, when the seniority of two or more teachers is equal pursuant to Section C, Article C.2.7.d. the teacher with the greatest number of days of teacher-on-call teaching with the Board prior to appointment shall be deemed to have the greatest seniority.
- f. When the seniority of two or more teachers is equal pursuant to Section C, Article C.2.7.e., the teacher with the earliest date of acceptance of employment with the Board shall be deemed to have the greatest seniority.
- g. When the seniority of two or more teachers is equal pursuant to Section C, Article C.2.7.f, the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- h. With respect to teachers on a continuing appointment and for the purposes of this article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except:
 - i. Maternity/parental leave
 - ii. Educational leave;
 - iii. Leave for duties with the Association, the College of Teachers or the British Columbia Teachers’ Federation;

- iv. Secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
 - v. Long-term sick leave;
 - vi. Leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
 - vii. Long service leave;
 - viii. Leave for elected office at the provincial, federal, or municipal level;
 - ix. Compassionate care leave (Article G.2).
- i. With respect to teachers on temporary contract appointment and for the purpose of this Agreement, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except for maternity leave and long-term sick leave.
 - j. Adult Educators' Seniority
 - i. For employees in adult education programs, seniority means an employee's aggregate length of service in the employment of the Board teaching in the adult education academic programs calculated in the same manner as for other employees under Article C.2.7.a and C.2.7.b.
 - ii. Article C.2.7.b to C.2.7.i inclusive, apply to determining the seniority of an employee in the adult education programs.
 - iii. Separate seniority status for employees teaching in (1) the mandatory or alternate grade school programs and (2) the adult education programs will be extinguished. The Board will establish a single seniority list for all employees.
8. Principle of Security
- a. The Board and the Association agree that increased length of service in the employment of the Board entitles teachers with the necessary qualifications to commensurate increase in security of teaching employment.
9. Definition of Qualifications
- a. In this Agreement "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the current certification, training, education, experience, skills and abilities of a teacher that that teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
10. Security of Employment Based on Seniority and Qualifications
- a. The Board may reduce the total number of teachers employed by the Board only for educationally viable reasons and/or budgetary constraints or in case of an adult education program as a result of a course cancellation or elimination. Where layoff of teachers is necessary for those reasons, the teachers to be retained on the teaching staff of the Board shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
 - b. For the purpose of this article, "termination" (or "layoff") includes the termination of teachers on continuing contract, termination of a temporary contract teacher prior to the end of the term of the contract, and a decision by the Board, other than for just and reasonable cause, to not offer a further contract to a teacher at the expiry of that teacher's temporary contract. A decision not to offer a further contract to an adult education teacher at the expiry of a term contract does not constitute a termination (or layoff) for the purposes of this article.

- c. The Board shall give each teacher it intends to terminate pursuant to this Agreement (as early as possible but no less than forty-five (45) days notice) in writing, such notice to be effective at the end of a school term, as defined in this Agreement, and to contain the reason for the termination, 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 Association. The requirement that the effective date of the notice be at the end of a school term does not apply where the Board makes an appointment to a position which is temporarily vacant and which the Board reasonably believes will cease to be vacant at a time other than the end of a school term.

In the case of an adult education teacher, the notice period shall be 30 days and the effective date of the termination shall be at the end of the notice period and not at the end of the school term.

- d. Nothing in Section C, Article C.2.10.a, 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.

11. Teacher's Rights of Re-Engagement

- a. A teacher who has been terminated pursuant to this Agreement, and/or a teacher who had a temporary contract which has been completed, shall have recall rights for a period of two (2) years from the effective date of termination or completion.
- b. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer re-engagement to the teacher who has the greatest aggregate seniority among those terminated pursuant to this article, provided that teacher possesses the necessary qualifications and any special skills necessary for the available position and a satisfactory teaching report. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this article.
- c. A teacher who is offered re-engagement pursuant to Section C, Article C.2.11.b, shall inform the Board whether or not the offer is accepted, within five (5) calendar days of the receipt of such offer.
- d. The Board shall allow ten (10) school days from an acceptance of an offer under Section C, Article C.2.11.c, for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed.
- e. A teacher's right to re-engagement under this article is lost if:
 - i. The teacher refuses to accept two (2) positions, of equal or greater percentage of time than the teacher's last assignment for which he/she possesses the necessary qualifications;
 - ii. two (2) years elapse from the date of termination under this article and the teacher has not been re-engaged, whichever comes first.
- f. Section C, Article C.2.11.e, does not apply if at the time of such offers the teacher would be entitled to maternity leave, or is attending university.
- g. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the district if he/she held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement. The maintenance of

continuing contract status shall not prevent the offer and acceptance of an assignment to a position which is temporarily vacant. A temporary teacher with recall rights only has recall rights to a temporary position unless recalled to a continuing position by the Board.

- h. The Board shall, by October 15 of each year forward to the Association a list of all teachers employed by the Board, in order of seniority calculated according to Section C, Article C.2.7, setting out the length of seniority as of September 1 of that year.
- i. A teacher re-engaged pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination or completion.
- j. A teacher who retains rights of recall pursuant to this article shall be entitled, if otherwise eligible to maintain participation in all benefits provided in this Agreement by payment of the full costs of such benefits to the Board.
- k. At the termination of the recall period, a teacher who has not been recalled shall retain no rights to employment, preference for employment, recall for employment, or return to employment.
- l. A recall list shall be maintained by the Board, and copies of that list will be sent to each person on that list and the Association on September 30 and January 30 of each year.
- m. The Board shall send postings of available positions to teachers who are on the recall list. Postings shall be sent to the address last provided by the teacher to the Board. When a teacher is appointed to a position from the recall list, the Association shall receive notification of the appointment.

12. Severance Pay

- a. This subsection is applicable only to teachers who hold continuing appointment positions and is not to be interpreted in any way to apply to teachers who are on a temporary contract.
- b. A teacher on continuing appointment who has one (1) or more years of continuous employment and who is terminated pursuant to this Agreement may elect to receive severance pay at any time during the first twelve (12) months where the termination is effective June 30 or during the first eighteen (18) months when the termination is effective December 31.
- c. Severance pay shall be calculated at the rate of five (5) percent of one (1) year's salary for each year of service with the Board or portion thereof to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of his/her termination.
- d. A teacher who receives severance pay pursuant to this article and who, notwithstanding this Agreement, is subsequently rehired by the Board, shall retain any payment made under the terms of this article, and in such case, for the purposes of Section C, Article C.2.7.c, the calculation of year's service and seniority shall commence with the date of such rehiring.
- e. A teacher who elects to receive severance pay under this Agreement shall retain no rights to employment, preference for employment, recall for employment or return to employment.

13. Retraining

Teacher's Right to Retraining

- a. A teacher who receives notice of layoff under Section C, Article C.2.7 (Seniority) shall be entitled to receive a leave of absence for the purpose of retraining to qualify for another position with the Board. In the event that the teacher elects to take leave of absence for such purpose pursuant to

Section C, Article C.2.7.h, the Board shall amend the effective date of the layoff notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave or of any extension thereof.

- b. The teacher shall be entitled to a leave of absence for a term of one (1) year, or less at the teacher's option. An extension of the leave, with or without pay, shall be arranged by mutual agreement between the teacher and the Board.
- c. At the commencement of the school term next following the completion of the leave pursuant to Section C, Article C.2.13, the teacher shall be entitled to be assigned to a position which is vacant and for which he/she possesses the necessary qualifications and in accordance with Section E, Article E.22. In such event the layoff notice shall be rescinded.
- d. In the event that the operation of Section C, Article C.2.13.c. results in a notice of termination being issued to the incumbent, such incumbent is entitled to all rights pursuant to Section C, Articles C.2.7 and C.2.13

ARTICLE C.21 EMPLOYMENT ON CONTINUING CONTRACT

- 1. All teachers appointed by the Board to the teaching staff of the Board shall be appointed on a continuing contract of employment, except for:
 - a. Temporary appointments for a stated term to:
 - i. Replace a teacher on continuing contract who is absent or on leave for any reason, or
 - ii. Replace a teacher on temporary appointment, or
 - iii. Fill a position that is temporarily created for program reasons or enrollment fluctuations of a duration of less than one (1) school year, or
 - iv. Fill a position that has been vacated by a teacher during the school year; and/or
 - v. Fill an adult education position in accordance with Article E.25.
 - b. Teachers on Call, subject to the provisions of this Agreement.

ARTICLE C.22 DISCIPLINE/DISMISSAL FOR REASONS OTHER THAN FOR LESS THAN SATISFACTORY TEACHING PERFORMANCE

- 1. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
- 2. Prior to when the Board proceeds with disciplinary action including dismissal, it shall immediately inform the teacher in writing.
- 3. Where a teacher is under investigation by the Board for any cause, the teacher shall be immediately advised in writing of that fact and the particulars of the allegation of which the Board is currently aware unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event, the teacher shall be notified at the earliest reasonable time and before any action is taken by the Board.
- 4. The teacher shall have, and be advised of, the right to be accompanied by a representative(s) of the Association at any meeting held under this article.

5. Unless the teacher, or the Association at the request of the teacher, waives the right to such meeting, the Board shall not suspend, discipline or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting between the teacher and the Superintendent or designate and the Board with the teacher entitled to be present, in respect of which:
 - a. The teacher shall be given seventy-two (72) hours' notice of the meeting which shall take place no later than five (5) working days after notice is received by the teacher;
 - b. At the time such notice is given, the teacher shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting as well as a list of any resource people or witnesses that will be used by the Board at the hearing;
 - c. The teacher or the Association on behalf of the teacher may file a written reply to the allegations prior to the meeting.
 - d. The teacher and/or his/her advocate has the right to hear all evidence, to receive copies of all documents, to call witnesses, to make submissions and to question any person presenting evidence;
 - e. The decision of the Board shall be communicated in writing and shall contain a statement of the grounds for the decision.
6. Where a teacher is suspended under Section 15 (5) of the School Act, the Board shall, prior to taking further action under Section 15 (7) of the School Act, hold a meeting in accordance with the process outlined in Section C, Article C.22.5, unless the right to such meeting is waived by the teacher.
7. The Association shall have the option of referring a grievance regarding dismissal of a teacher directly to arbitration provided for in Section A, Article A.6.
8. At an arbitration in respect of discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at least three (3) working days prior to the first arbitration hearing.
9. These matters shall be considered personnel matters and as such the Board shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher except when the results of the suspension or dismissal of the teacher has been upheld by an arbitration hearing or by a court. During the interim period, while a decision is being made by an Arbitration Board or a court, the Board agrees to confer with the MRTA before any press release is made. Any details beyond basic facts shall only be made after consultation with the MRTA.
10. The Board has the right to bring any additional resource people to any meetings held under this article.
11. The Association has the right to bring any additional resource people to any meetings held under this article.
12. Where an investigation has been concluded and no discipline is to be implemented all related material shall be removed from the Personnel file.

ARTICLE C.23 PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE

1. The Board shall not dismiss a teacher on the basis of less than satisfactory performance of teaching duties except where the Board has received three (3) consecutive reports pursuant to Section E, Article E.28 indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports referred to in Section C, Article C.23.1. shall be prepared in accordance with the process established in Section E, Article E.28 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, such period not to include the time during which the teacher is participating in an agreed-upon plan of assistance pursuant to Section E, Article E.28;
 - b. two reports shall be: one, a report of a Superintendent or a Deputy or an Assistant Superintendent of Schools, and two, a report of an Administrative Officer of a school to which the teacher is assigned;
 - c. The other report shall be written by:
 - i. A Superintendent or a Deputy or an Assistant Superintendent of Schools, or
 - ii. A Director of Instruction, or
 - iii. An Administrative Officer of a school to which the teacher is assigned, or
 - iv. A District Principal responsible for the subject area to which the teacher is assigned.
 - d. The reports shall be written independently of each other, shall be based on the evaluator's own observations, and the report writers shall not collaborate with regard to the results.
3. In the event that a teacher receives a less than satisfactory report, the teacher may:
 - a. Request a transfer and the Board shall make reasonable efforts to arrange the transfer; or
 - b. Request and be granted leave of absence without pay of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which a case subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties. The period of leave shall not count for purposes of Section C, Article C.23.2.a.
 - c. 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 end of a school term, notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and, if desired, his/her representative to meet with the Superintendent or designate and the Board within fourteen (14) days of such notice.
 - d. Where, subsequent to such meeting, the Board decides to dismiss a teacher, it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

ARTICLE C.24 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

1. A teacher with a continuing part-time appointment may request an additional temporary part-time appointment.
2. Teachers on part-time continuing appointment, or part-time temporary appointment, may request a full-time continuing appointment and shall be considered with other applicants on the basis of qualifications, experience and seniority.
3. Job-Sharing
 - a. Two teachers employed full-time by the Board may jointly request a job-sharing assignment in respect of a single full-time position. The Board shall grant the request provided such an assignment is educationally viable. Where the request is granted:
 - i. Salary shall be pro-rated according to the percentage of time worked by each teacher;
 - ii. For the purposes of benefits, the teachers will be considered part-time to the percentage of time worked and eligibility will be determined pursuant to Section B, Article B.33. If one teacher opts to waive access to benefits, the other teacher will be eligible for benefits as if he/she were full-time;
 - iii. When one of the teachers agrees to work due to the temporary absence of the other teacher, that teacher shall receive payment pro-rata on scale for all such work;
 - iv. Each teacher is considered for all other purposes to be on leave of absence with respect to the time not worked; and
 - v. The teachers shall have the right to return to an appropriate full-time position in the following school year should one exist, provided they request such a position by March 31st of the current school year.

ARTICLE C.25 TEMPORARY TEACHERS' RIGHTS

1. Employment of Temporary Contract Teachers
 - a. The Board shall appoint teachers on temporary contracts only as stated in this Agreement.
 - b. Teachers who have not received a less than satisfactory report shall receive a continuing contract within the first two (2) years of their employment provided that they have been continually employed for at least a four (4) month period in one (1) assignment.
 - c. The Board agrees to provide the Association no later than October 1 in any school year, and a revised list no later than February 1, a master seniority list of teachers hired on a temporary contract for the school year including each teacher's aggregate length of service and area(s) of training, and further, a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
 - d. Article C.25.1.b does not apply to adult education teachers.

ARTICLE C.26 TEACHER-ON-CALL HIRING PRACTICES

1. The Board shall provide a certified Teacher on Call, upon request, for any absent classroom teacher or teacher-librarian, and after three (3) consecutive days absence for a counselor, except in exceptional

circumstances where a certified Teacher on Call is not available, in which case the Board will provide a non-certified Teacher on Call, if one is available.

2. The Board shall maintain an annual comprehensive list of certified teachers selected to Teacher on Call in the district. A copy of such a list with qualifications and specialty areas will be forwarded to the Association upon request, but not more often than once per month.
3. A teacher may, for educational reasons, request a specific person on the list to act as Teacher on Call and, if that person is available, the Board shall assign that person.
4. Subject to Section C, Article C.26.2, the Board shall make every reasonable attempt to provide equal employment opportunity to the persons on the list of Teachers on Call.
5. If the teacher serves as a Teacher on Call in the same assignment for twenty (20) days or longer, they will retroactively receive a temporary appointment for that period at the end of the assignment or at the end of the school year, whichever comes first.
6. The Teacher on Call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns, unless specialist skills are necessary due to the nature of the assignment.
7. In the event that a Teacher on Call's assignment is interrupted by the return of a teacher, and that teacher is subsequently absent the following working day, then that Teacher on Call if available shall be reassigned and the assignment shall proceed as if it had not been broken for salary or contract provision(s) which depend upon the length of assignment.
8. The Association and the Board will jointly prepare a Teacher on Call Handbook.
9. The Board shall provide every Teacher on Call a printed copy of the Teacher on Call Handbook on the date of employment or when revisions are made.
10. A printed copy of the pertinent school procedures will be available upon request from the School Office.

SECTION D – WORKING CONDITIONS

ARTICLE D.1 DELIBERATELY LEFT BLANK DELETED BY LEGISLATION

ARTICLE D.2 DELIBERATELY LEFT BLANK DELETED BY LEGISLATION

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 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 (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

Provincial Language does not apply.

See Article D. 21 - Hours of work for additional preparation time provisions.

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.21 HOURS OF WORK

1. The instructional time shall be twenty-five (25) hours per week for full-time elementary teachers and twenty-seven and one-half (27.5) hours per week for secondary teachers.
2. Instructional time shall be defined as scheduled time spent in the classroom instructing students plus:
 - a. Homeroom
 - b. Scheduled travel time between classes in secondary schools plus the five (5) minutes between the warning bell and class start in the morning and afternoon.
 - c. Recess in elementary schools.
 - d. Preparation time as outlined in Article D.21.3
3. Preparation time shall be scheduled as follows:
 - a. Twelve and one-half percent (12.5%) of in-classroom instructional time (one (1) block in 8) for full-time secondary teachers.
 - b. Ninety (90) minutes per week for full-time elementary teachers. The scheduling of preparation time shall be in no less than thirty (30) minute units of work.
 - c. Preparation time shall be pro-rated for part-time teachers assigned no less than one-half (0.5) F.T.E. time.
4. It will not be a violation of this Agreement if preparation time normally scheduled for a particular day is not received by the teacher due to the teacher's absence from school, schools operating for less than a full week, non-instructional days, or early dismissal.
5. When a Teacher on Call is not available, the preparation time of a teacher may be rescheduled as follows:
 - a. The Principal will advise the teacher of such rescheduling in writing;
 - b. The teacher may accumulate rescheduled preparation time, using it within the school year in which it was earned;
 - c. The redemption of the accumulated rescheduled preparation time by the teacher will be undertaken as one-half (0.5) day or full day(s);
 - d. The teacher will take the rescheduled preparation time at a time that is mutually agreed upon by the teacher and principal;
 - e. The teacher will spend the rescheduled preparation time at a location that is decided by the teacher in consultation with the Principal.

ARTICLE D.22 REGULAR WORK YEAR FOR ADULT EDUCATION EMPLOYEES

1. Pursuant to the provisions of the Agreement in Committee (Article D), effective July 1, 1999 the annual salary based on category and experience provisions for adult education employees shall be payable based on the employee's hours of work during the work year.

2. An adult education employee shall be assigned hours of instruction based on course and program schedules.
3. A full-time adult education teacher position shall be based on 1,000 hours of instruction during a work year.
4. Professional development for adult education teachers will be developed collegially by Administration and adult education staff.
5. Any work performed by employees covered by this Agreement beyond the employee's work year, shall be voluntary.

ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS

1. For 1993-94
 - a. The regular work year for 1993 shall provide:
 - i. No fewer than five (5) days for professional development
 - ii. No fewer than one (1) year end administrative day
 - iii. One full day and two early dismissals after instruction of three hours for student assessment/evaluation and parent/teacher consultation for each formal reporting period.
 - b. All such days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year.
 - c. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday, then school shall reopen Tuesday, January 3.
 - d. The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March, except for 1991 when Spring Break shall commence on March 28th and end April 8th.
 - e. Any work performed beyond the teacher's regular work year shall be voluntary and paid pursuant to Section B, Article B.34.
 - f. Articles D.23.1.a to D.23.1.e inclusive will not apply to employees in the Adult Education programs.

ARTICLE D.24 SUPERVISION DUTIES

1. No teacher shall be required to perform any supervision duties during the school's regularly scheduled noon intermission or before school in the mornings.

ARTICLE D.25 EXTRA-CURRICULAR ACTIVITIES

1. The Board and the Association recognize that extra-curricular activities are an important aspect of a school program.

2. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the School District.
3. While the Association and the Board agree that all extra-curricular activities are an important aspect of school programs for pupils it is recognized that extra-curricular activities, and supervision duties related to extra-curricular activities, are assumed by a teacher on a voluntary basis.
4. While voluntarily involved in authorized extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.

ARTICLE D.26 SCHOOL STAFF COMMITTEES

1. Where a school teaching staff so decides there shall be established a recognized staff committee in each school.
2. The size and membership of the staff committee shall be determined by the staff but the Principal or designate shall be a member of the committee.
3. Subject to change by a majority vote of the school teaching staff, the staff committee may:
 - a. Review each teacher's assignment under the following headings:
 - physical requirements
 - instructional assignment
 - supply of learning materials
 - time to plan, to organize and to work with individual students, with colleagues, and with parents pupil evaluation (reporting on pupil progress).
 - b. Review the teaching and learning conditions within the school and make recommendations for improvement in the total teaching situation.
 - c. Study and make recommendations on:
 - school regulations and routines
 - school educational philosophy
 - non-instructional days
 - school curriculum planning and evaluation
 - school timetable and organization
 - professional and staff development
 - scheduling of staff meetings
 - d. Study and make recommendations on any other matters of concern to the teaching staff members.
 - e. Ensure that all teaching staff are provided with the relevant information to assist the teaching staff in making educationally sound decisions.
 - f. Have access to and review all school level budget and financial information.
4. Procedures
 - a. The staff committee shall be elected annually in accordance with procedures established by staff.

- b. A Chairperson shall be elected by the committee.
- c. Regular meetings shall be held throughout the year, an agenda shall be published prior to the meeting and minutes of the proceedings shall be recorded and distributed.
- d. Decisions of the committee shall be made by a majority vote.
- e. A quorum of the staff committee shall be determined by the school teaching staff, and shall always include the Principal or designate, unless the Principal has failed to provide two (2) days' notice of unavailability.
- f. Recommendations of the staff committee shall be voted on by the teaching staff at a staff meeting.

5. Implementation

- a. Decisions made by a majority vote of the school teaching staff shall be binding on all members of the school teaching staff.
- b. The School Administration shall not unreasonably refuse to implement the recommendations of the school teaching staff. The School Administration may exercise its veto power at this point and will provide reasons for such veto to the school teaching staff at a staff meeting, such reasons to be appended to the minutes of the meeting. This administrative veto is not subject to grievance.

6. Adult Educators' Staff Committee

The composition of the Adult Educators' Staff Committee shall be pursuant to the current Letter of Understanding between the Maple Ridge Teachers' Association and the Board.

ARTICLE D.27 STAFF MEETINGS

- 1. Staff meetings shall be defined as any meeting which the teaching staff are expected to attend. Before September 30, the Principal in consultation with the Staff Committee, shall prepare and circulate to the staff a schedule of regular staff meeting dates.
- 2. An agenda shall be prepared by the Administrator in consultation with the Staff Committee.
- 3. Teachers may place items on the agenda.
- 4. Written minutes of staff meetings shall be kept and circulated to all staff members.
- 5. Staff meetings shall be held within the regular work year. Such meetings shall not be scheduled:
 - a. To commence more than one (1) hour prior to the beginning of classes nor to conclude later than two (2) hours after the dismissal of students unless the majority of the staff vote to extend the meeting beyond this timeframe; nor
 - b. On weekends or holidays.
- 6. The number of staff meetings per month shall be determined by consensus of the school staff. This number may be exceeded in emergency or exceptional circumstances.
- 7. Part-time teachers with half (0.5) time or less instructional time may be required to attend not more than one (1) staff meeting per month.
- 8. Part-time teachers with more than half (0.5) instructional time may be required to attend all staff meetings.

9. In either situation as provided for in Section D, Article D.27.7 and D.27.8, alternate arrangements may be agreed to by the Principal. Such agreement shall not be unreasonably withheld.

ARTICLE D.28 TECHNOLOGICAL CHANGE

1. Definition
 - a. For the purpose of this Agreement the term “technological change” shall be as defined in the Labour Relations code, Section 54.
2. Notice and Discussion
 - a. When it is determined that the introduction of technological change is under consideration or is to be introduced, the Board shall notify the Association in writing. Such notice shall be given at least 90 days before the term in which the introduction of the technological change is intended. Once notice is given, the Board agrees to discuss the matter with the Association.
3. Information
 - a. The notice of intent to introduce a technological change shall contain:
 - i. The nature of the change;
 - ii. The effective date of change;
 - iii. The approximate number, type and location of Association members likely to be affected by the change;
 - iv. The effects the change may be expected to have on Association members’ working conditions and terms of employment;
 - v. All other pertinent data relating to the anticipated effects on Association members;
 - vi. The Board shall update this information as new developments arise and modifications are made.
4. Negotiations
 - a. Once notice of a technological change has been given pursuant to Section D, Article D.28.2.a, the Board shall begin to negotiate with the Association within thirty (30) days of such notice to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Board to protect the Association members from any adverse effects.

ARTICLE D.29 HEALTH AND SAFETY

1. Space and Facilities
 - a. Classes shall be conducted only in facilities that are clean and where temperature, lighting, humidity, sound level and other physical conditions are hygienic, safe, and conducive to effective learning.
2. Health and Safety Committee
 - a. Principle

The Association and the Board shall co-operate in continuing and perfecting regulations which will afford adequate protection and safe working conditions for teachers.

b. Health and Safety Committee

A Health and Safety Committee shall be established and composed of two (2) representatives of the Association and two (2) representatives of the Board, without eliminating the rights of both parties to engage consultants and assistance from other jurisdictions. Where agreeable, The Health and Safety Committee shall be expanded to include representatives from CUPE Local 703.

c. Duties of the Committee

- i. To determine that regular inspections of the place of employment are carried out as required by Regulation 8.08 of the Industrial Health and Safety Regulations, and Workers' Compensation Board of British Columbia.
- ii. To determine that the provisions of Health Services as outlined in the School Act are carried out.
- iii. To recommend measures required to attain compliance with the School Act and the Workers' Compensation Board of B.C., and the correction of hazardous conditions.
- iv. To consider recommendations from the Association, Board or CUPE, if applicable, and recommend implementation where warranted.
- v. To review reporting procedures, accidents and their causes and develop proposals for future prevention.
- vi. To consider any other matters pertinent to Health and Safety.

d. Meetings of Committee

The Health and Safety Committee shall hold monthly meetings and all unsafe, hazardous or dangerous conditions, inspection reports and all matters pertinent to health and safety shall be dealt with at such meetings. All proceedings of the Committee shall be recorded and minutes shall be forwarded promptly to the Board, the Association and if applicable CUPE Local 703.

e. Unsafe Working Conditions

A teacher will not be required to work in a classroom which does not conform to health and safety standards as provided for under the School Act or Workers' Compensation Board regulations. If a teacher is concerned about the conditions pertaining to the teacher's or students' health and safety, the teacher shall immediately report such concerns to the supervising Administrative Officer or designate, who will ensure that work is performed without due risk. If the matter remains unresolved, it shall be referred to the Health and Safety Committee. A teacher shall not be disciplined or penalized for refusal to work in conditions that he/she reasonably believes are unsafe or where health is at risk.

3. Student Medication

a. Student medication procedures in schools shall be as follows:

- i. Teachers have a duty to render assistance in an emergency,
- ii. Teachers shall not be called on to administer medication,
- iii. The Board shall establish policies that require schools to establish systems for administering medication after consultation with parents, family physicians, the Public Health Nurse and the Medical Health Officer.

4. Communicable Diseases

- a. The examination of students for communicable disease or infestations shall not be the responsibility of any teacher.

5. Hazardous Materials

- a. The Board shall make every reasonable attempt to meet the requirements of WHMIS.

ARTICLE D.30 TEACHER-ON-CALL WORKING CONDITIONS

1. The Teacher on Call shall be required to assume only the duties of the teacher he/she is replacing, but where no assignment has been planned by the absent teacher the principal may assign the substitute to another area.

ARTICLE D.31 OTHER DUTIES

1. No teacher shall be assigned duties normally performed by non-teaching Board employees, except in cases of emergency for the safety of students.

ARTICLE D.32 TEACHING ASSIGNMENT

1. In time-tabling teachers' loads, special consideration shall be given to the load of beginning teachers to provide an assignment which is not excessive for the beginning teacher in terms of the number of course preparations, the number of subject areas, and the teaching location.

ARTICLE D.33 SPACE AND FACILITIES

1. Teachers' Workroom

- a. The Board shall make every reasonable attempt to provide a staff workroom in the school.
- b. The Board shall make every reasonable attempt to provide a work and storage area within each school for teachers whose assignment is in two (2) or more locations.

2. Staff Rooms

- a. The Board shall provide a staff room for the use of employees.

3. Portables

A teacher shall not be assigned to a portable two (2) consecutive years, unless the teacher requests otherwise or unless the portable has been set up for a specific use, e.g. Science pod, Computer lab.

ARTICLE D.34 ITINERANT TEACHERS

1. Itinerant teachers are teachers and Associated Professionals who are district based, e.g., Student Support Services, Language Services.

2. Travel time between instructional assignments of itinerant teachers shall be calculated as part of the teacher's total instructional assignment in Section D, Article D.21.
3. Itinerant teachers shall have access to a telephone at each assigned location.

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

5. 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.21 NO DISCRIMINATION

1. The Board agrees in exercising its personnel management responsibilities that there will be no discrimination exercised or practiced with respect to any member of the bargaining unit in the matter of hiring, promotion, transfer, discipline, by reason of age, race, creed, colour, ancestry, national origin, physical handicap, sex or sexual orientation, religious or political affiliation or activity, national origin, marital or parental status, or because he/she is participating in the activities of the Association, carrying out duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.

ARTICLE E.22 HIRING PRIORITY

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

ARTICLE E.23 POSTING AND FILLING VACANT POSITIONS

1. In this article "vacancy" means an existing or newly created teaching assignment/position to which a teacher is not assigned. A teaching assignment does not become a vacancy if a teacher on a continuing appointment is returning from a leave of absence to that position.

2. All vacancies and new positions to take effect at the start of a school year and identified prior to June 30 shall be posted as soon as reasonably possible in all schools and centres of the School District, and a copy sent to the MRTA office. Vacancies identified after the start of a school year will also be posted and distributed as above.
3. Positions becoming vacant in July or August shall be posted in the Board office, with a copy to the MRTA office. Additionally, the MRTA office will be contacted by telephone or fax with the information. Such positions will be advertised either in a provincial newspaper or electronic job site.
4. Positions arising after August 15 will be emailed or faxed to the MRTA office when a posting is impractical.
5. By April 30 of each year, the Board will provide schools/staffs and the Association information as to staffing timelines for the subsequent school year.
6. In filling vacant positions, the Board shall proceed as follows:
 - a. Placement of teachers on continuing contract requesting transfer;
 - b. Placement of any teacher transferred by the Board;
 - c. Placement of teachers on continuing contract returning from leave of absence;
 - d. Placement of any teachers on the recall list, or who will be on the recall list prior to the date of the commencement of required duties of the position to be filled;
 - e. Teachers on temporary contracts requesting transfer;
 - f. Placement of Teachers on Call.
 - g. Should a full-time or part-time teacher with a schedule conflict between his/her current assignment and the available assignment be the successful applicant, the appointment date will be September 1 of the following school year unless the Administrative Officer of the school and the teacher agree the teacher may leave during the current school year. If a request to leave during the current school year is denied, the reason(s) shall be given in writing.
 - h. If the teacher cannot be released, the vacancy will be posted on a temporary basis for the rest of the current school year until the teacher joins the new school effective September 1.
 - i. Part-time teachers who wish to increase their teaching time up to and including full time, may apply after September 1 for any posted applicable continuing position. If they are the successful applicant and they must vacate their current assignment(s), the appointment will be as soon as a suitable replacement can be arranged, but the teacher will not be eligible to apply for another position during that school year.
7. Teachers who do not receive a transfer shall be given written reasons upon request.
8. When these teachers have positions, the Board will consider applications for any remaining vacancies from teachers-on-call and others.
9. The teacher appointed to a position shall be the teacher who has the necessary qualifications for that position. "Necessary qualification" are defined as the academic training, experience, skills, and abilities necessary to assume the duties and responsibilities of the available position. Determination of qualifications may include examination of written reports and references.
10. The parties agree that the selection and assignment of teachers is the responsibility of the Board, subject to the provisions of this Agreement.

ARTICLE E.24 TRANSFER AND ASSIGNMENTS

1. Transfers Initiated by the Board

- a. Transfers may be initiated by the Board. The reasons for the transfer must be stated in writing and available to all individuals concerned.
 - i. If a transfer is to be initiated from a school for reasons of declining enrolment, unless a more senior teacher agrees to be transferred, the transfer shall be effected in reverse order of District seniority, provided that the teacher retained possesses the necessary qualifications.
- b. A Board official intending to recommend transfer of a teacher shall at least one month prior to the recommendation being placed before the Board:
 - i. Meet with and inform the teacher in writing of the nature of and reason for the proposed transfer;
 - ii. Identify all vacant positions.
- c. Prior to receipt of written notification of a transfer, a teacher may request a meeting with the Superintendent or designate to discuss the transfer. The teacher may be accompanied by a representative(s) of the Association.
- d. At or subsequent to such a meeting the teacher shall have the opportunity to advise the Board official of any retraining requirements, in-service release time, or assisting teacher support which he/she believes necessary to adequately prepare for the proposed transfer.
- e. Where a Board initiates a transfer after the start of a school year, and where the assignment is different from the current assignment, the Board shall provide teacher support as required and in-service release time if necessary to ensure professional retraining commensurate with the degree of change of assignment.
- f. Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years, and shall be entitled to eligibility for vacant positions under section E, Article E.23.6.
- g. Transfers initiated by the Board shall be completed prior to May 31 for the next school year, except in exceptional circumstances.
- h. A teacher who is transferred for reasons of projected enrolment decline, position reduction or other such factor shall have the opportunity of returning to the position previously held in the event that the projected factors do not actually materialize and this is known before the start of the next school year.
- i. Any grievance concerning a transfer initiated by the Board shall be referred directly to Section A, Article A.6.

2. Teacher Initiated Exchange

- a. A teacher interested in an exchange will submit his/her name, school and present assignment to the Personnel Office on a form prepared by the Personnel Department by February 28.
- b. The Personnel Office will compile this information and circulate it to all schools by March 6.

- c. Any teacher(s) interested in exchanging to a position(s) identified in E.24.2.2 will contact the identified teacher(s) directly to discuss the suitability of a possible exchange(s).
- d. Teachers will initiate a meeting with their respective Administrative Officers to discuss the suitability of an exchange.
- e. An exchange will take place only if the teachers and Administrative Officers involved agree.
- f. If a vacancy doesn't exist as identified in the Collective Agreement, the usual process relating to Posting is only waived for the purposes of this type of exchange.
- g. All teacher initiated exchanges will normally be completed by April 10. This timeline may be waived by agreement of the teachers and Administrative Officers involved.
- h. These teachers will be informed of their right to attend staff meetings scheduled for teacher assignment at their new school.
- i. The Administrative Officer of the receiving school will inform the new teachers of the date and time of such a staff meeting.
- j. The exchange of teachers is not limited to two (2) but may include two (2) or more schools and teachers.
- k. The exchanges do not necessarily have to be in the same subject area or grade level.

3. Assignment – in School

- a. Assignment within a school shall be based on the qualifications, training, experience, equitable distribution of workload and personal preference of the teacher.
- b. A staff meeting shall be held prior to April 30 for the purpose of discussing the proposed timetable and staff assignments for the next school year.
- c. A teacher who objects to the assignment in the school may request a meeting with the Superintendent of Schools or designate to discuss the assignment. The teacher may be accompanied to this meeting by a member of the Association.
- d. The Board will endeavor to establish teaching assignments by June 15.

ARTICLE E.25 APPOINTMENT OF ADULT EDUCATION TEACHERS

- 1. All adult education teachers shall be appointed on term contracts.
- 2. An adult education teacher who is reappointed after September 1, 1998 to the same course or program in the next school year shall be appointed on a continuing contract provided that there is a reasonable expectation that the course or program will continue to be offered in the next subsequent year. The continuing appointment shall be for the FTE equivalent of the course or program.
- 3. Notwithstanding Article E.25.2 the Board may maintain the maximum continuing appointments in adult education at or below 80% of the FTE positions in adult education programs. No adult education teacher shall lose his or her continuing appointment by virtue of this provision.

ARTICLE E.26 POSITIONS AND ASSIGNMENTS IN ADULT EDUCATION PROGRAM

1. Adult education teachers with continuing appointments shall continue with the assignment for which the continuing appointment has been made.
2. The Board may reassign adult education teachers as required in order to fulfill the contractual obligations of the continuing appointment.
3. The Board shall designate a minimum of 60% of the adult education courses or programs as continuing (core) courses or programs.
4. The designation process referred to in E.26.3 shall occur prior to each course offering to the public.
5. The continuing (core) courses or programs shall first be filled by teachers with continuing appointments.
6. Any vacancies that remain after assignments to continuing appointment teachers are complete shall be offered, based on seniority and qualifications, to part-time continuing appointment teachers who have indicated a preference to increase their teaching assignment provided that there are no scheduling conflicts with the assignment.
7. Notwithstanding Article E.25.3 when a course or program is offered and accepted pursuant to the terms of E.26.5 the adult education teacher's continuing appointment shall be increased accordingly.
8. The courses or programs that are not designated as continuing (core) shall be courses or programs that are new, offered on an irregular basis or overflow courses and shall be referred to as term courses or programs.

ARTICLE E.27 POSTING AND FILLING VACANT POSITIONS IN ADULT EDUCATION PROGRAMS

1. For adult education programs – “vacancy” means a course or program designated as continuing (core) to which no teacher has been assigned.
 - a. To the extent possible the posting and filling process described in Article E.23 will not apply to the posting of adult education courses or programs that are designated as continuing (core).
 - b. The Board may post term adult education courses or programs at any time and may indicate on the posting that the position is subject to sufficient enrolment.
 - c. The teacher appointed to a position shall be the teacher who has the “necessary qualifications” for the position as defined in Article D.2.9 determination of qualifications may include examination of written reports and references.
 - d. The successful applicant shall be offered a term contract for the duration of the course or program.
 - e. Any applicant who has previously successfully taught the course or program shall be offered the position in priority over other applicants.
 - f. When a course or program assigned to an adult education teacher on a continuing contract is canceled or combined, the adult education teacher may be assigned to a term course or program.

ARTICLE E.28 EVALUATION OF TEACHERS

1. All reports on the work of a teacher shall be in writing.

2. At least ten (10) working days prior to commencing observations, unless otherwise requested by the teacher, the evaluator shall meet with the teacher and seek agreement on the purposes of the evaluation, the time-span and schedule of observations and the criteria and standards to be applied. The criteria shall be in writing and shall be consistent with those generally accepted by the teaching profession and based on current instructional effectiveness research.
3. No criteria shall be applied which relate to aspects of the teaching/learning situation over which the teacher does not have both responsibility and control.
4. Each report shall be based on not less than three (3) nor more than six (6) formal observations which reflect the teacher's assignment, unless otherwise requested by the teacher.
5. Periods chosen for observation shall be during normal periods of the school year and the teacher shall have the opportunity to select two (2) observation times.
6. Following each observation and prior to subsequent observation, the evaluator shall discuss with the teacher his/her observations and impressions. Such observations shall further be provided to the teacher in the form of a written anecdotal statement within three (3) working days.
7. Reports shall be prepared only by the Superintendent or a Deputy or Assistant Superintendent or a Director of Instruction or an Administrative Officer of the school to which the teacher is assigned or a District Principal responsible for the subject area to which the teacher is assigned.
 - a. Notwithstanding Section E, Article E.28.7, should a teacher request an evaluation by an Administrative Officer other than listed above, the request shall not be unreasonably denied. Such request must be submitted to the Superintendent prior to the commencement of the evaluation.
8. The content of a teaching report shall be specific objective descriptions of teaching performance.
9. The report will be based primarily upon observations in the teacher's major area of assignment. The report should note any differences between the teacher's assignment and his/her training and experience.
 - a. In the case of an adult education teacher, the evaluator may consider the results of student surveys of the adult education program and its delivery routinely conducted to assist in determining the effectiveness of programs which have been returned by at least 60% of the teacher's current students. The student surveys and results the evaluator intends to consider shall be given to the teacher as part of the criteria and process to be provided to the teacher under Article E.28.2.
10. In the event of a less than satisfactory report, a plan of assistance shall be made available to the teacher by the Board. The plan of assistance shall be completed before another evaluation is initiated.
11. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy. He/she shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft. The evaluator shall make every effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
12. The final report shall be filed only in the teacher's personnel file at the School Board Office. A copy shall be given to the teacher at the time of filing.
13. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
14. Subject to Section C, Article C.23, a report on a teacher shall not be written more than once every three (3) years.

ARTICLE E.29 PERSONNEL FILES

1. There shall be only one personnel file per teacher, maintained at the District Education Office. After receiving a request from a teacher, the Superintendent or designate shall grant access to the teacher's personnel file as soon as reasonably possible.
2. There shall be only one personnel file per employee maintained at the school. After receiving a request from a teacher, the Principal shall grant access to the teacher's school file as soon as reasonably possible.
 - a. Any teacher's file kept at the school shall, on the teacher's departure from that school, be destroyed.
 - b. When the Principal of a school vacates his/her administrative position all employee school personnel files shall be destroyed forthwith.
3. Personnel files, regardless of storage format, shall not be made available to any person except the Superintendent or designate, the Secretary/Treasurer or designate, the teacher or his/her Administrative Officer, except upon written request of the teacher, or as required by law.
4. Information in personnel files may be made available to the Board at the professional discretion of the Superintendent or by motion of the Board. The teacher shall receive written notice within five (5) working days when such action takes place.
5. The Board agrees that only material which is factual and relevant to the employment of the teacher shall be maintained in personnel files. In the event that the appropriate Board official does not agree to the removal of specific material, the teacher may file a grievance pursuant to Section A, Article A.6.
6. The teacher shall be informed when material, other than payroll information, is placed in any of the teacher's personnel files.
7. All materials placed in a teacher's personnel file shall be dated upon receipt in the District Education Office and/or the school office.
8. Where disciplinary material is placed in the personnel file, the teacher may elect to have the material removed three (3) years after the filing, provided that no further disciplinary material has been subsequently filed.

ARTICLE E.30 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under Section 11 of the School Act, the employee shall be notified immediately of the appeal and be entitled to receive all documents relating to the appeal.
2. 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 Association and the right to provide a written reply to any allegations.
3. 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.
4. 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.31 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and
 - a. An investigation by the Board has not concluded that the accusation is true, or
 - b. The teacher is acquitted of criminal charges in relation to the accusation and there is no suspension or dismissal by the Board, or
 - c. An arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, the teacher and the teacher's family shall be entitled to all reasonable specialist counseling and/or medical assistance to deal with negative effects of the allegations.
2. The teacher shall be assisted to the fullest possible extent by the Board in assuring successful return to teaching duties. This shall include any necessary leave of absence with pay, first priority for transfer to any vacant position requested by the teacher, for which the teacher is qualified, and, where requested by the teacher, provision of factual information to parents by the Board.

SECTION F - PROFESSIONAL RIGHTS [PROFESSIONAL DEVELOPMENT]

ARTICLE F.21 JOINT EDUCATIONAL CHANGE IMPLEMENTATION COMMITTEE

1. An on-going Joint Educational Change Implementation Committee shall be established to review, advise the Superintendent, and plan the implementation of all District level program and/or curriculum implementation matters such as new Ministry initiatives.
2. The Committee shall adhere to the following principles:
 - a. The teacher shall be recognized as the key agent of curriculum and/or instructional change;
 - b. Adequate resources shall be available;
 - c. Criteria for measuring the success of the program or activity shall be reviewed by the Committee prior to the process beginning;
 - d. Necessary time needed to provide clarity, address problems, evaluate, share and report, and plan collaboratively; and
 - e. Teachers whose assignments and/or courses are changed as a result of the implementation of educational change shall receive appropriate retraining.
3. The Committee will consist of five (5) MRTA appointees, representing the areas of primary, intermediate and graduation, and three (3) District representatives appointed by the Superintendent or designate.
4. The Committee Chair shall alternate yearly unless otherwise agreed by the Committee.
5. The Committee may add to its membership on an ad hoc basis.
6. The Board shall provide release time for members of the Committee to meet and conduct its business.

ARTICLE F.22 FUNDING AND CONTROL

1. A Joint Board/MRTA fund shall be established for the purpose of promoting professional improvement of the teaching staff of School District No. 42 (Maple Ridge-Pitt Meadows).
2. The Board and the Association agree the fund shall be equivalent to \$75 each year per FTE teacher, with the Board contributing seventy percent (70%) of the fund and the Association contributing thirty percent (30%) of the fund.
3. The fund shall normally be for short term in-service courses of three (3) days or less duration, but can be for longer duration courses if both parties mutually agree.
4. The fund shall be administered pursuant to policies of the Association and the Joint MRTA/Board Professional Development Committee terms of reference according to Appendix A, and will remain in effect and be amended only with the mutual consent of both parties to this Agreement.
5. Joint MRTA/Board Professional Development monies, where these have not been expended in a given year, shall accumulate in the Joint MRTA/Board Professional Development account.

6. The Board agrees to provide \$30,000 yearly for cost of teachers-on-call for those teachers granted any professional development leave of absence and shall be in addition to the Board's regular contribution to the Professional Development Fund.

ARTICLE F.23 NON-INSTRUCTIONAL DAYS

1. All of the available non-instructional days as stated in Section D, Article D.23.1.a.i shall be used for teacher professional development activities, organized by the school Principal and school staff and/or school Pro-D Committee and/or the Joint MRTA Board Professional Development Committee.
2. Non-instructional days shall be considered as instructional days for contract purposes.

ARTICLE F.24 DISTRICT PROFESSIONAL DEVELOPMENT DAYS

1. The Board and the Association shall each provide up to \$8,000 annually in support of the District Annual Professional Development Day. The activities for this day shall be planned and organized by the Joint MRTA/Board Professional Development Committee.

ARTICLE F.25 ACCREDITATION – SCHOOL ASSESSMENT

1. The Board and the Association agree that evaluation of programs and their implementation is beneficial to the continued provision of quality education in the district. It is acknowledged that an external evaluation or assessment requires increased clerical time and release time for teachers in order to minimize the disruption to instruction.
2. The Administration and staff shall determine the school's requirements for extra Teacher on Call and clerical support, in conjunction with appropriate district personnel and make recommendations to the Board to meet these requirements and such recommendations shall not be unreasonably denied.

ARTICLE F.26 PROFESSIONAL AUTONOMY

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

ARTICLE F.27 PAYMENT FOR CREDIT COURSES

1. The Board will provide \$10,000 each year for partial payment of previously approved University credit courses taken by current teachers who were on staff in the previous year.
2. Teachers must obtain prior approval for proposed courses from the Superintendent of Schools or designate.
3. Teachers must submit proof of payment and proof of successful completion of the course(s) before October 30.
4. Only course fees are eligible for reimbursement.

5. Application for approval, and submission of claim on completion, must be done on the Credit Course Reimbursement Form available from the District Education Office.
6. Applications received between November 1 of one school year and October 30 of the next school year shall be pro-rated as of October 31.

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.

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 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.

(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.21 SICK LEAVE

1. It is recognized that the purpose of sick leave is to provide full pay to teachers who are unable to work due to sickness or for reasons of unavoidable quarantine.
2. Sick Leave accumulated as of June 30, 1988, shall remain in the credit of each teacher for use pursuant to provisions of this Article.
3. Teachers rendering service on a continuing appointment basis shall be entitled to sick leave credit and to accumulate unused sick leave based on one and one-half (1 ½) days for that month, assuming a full-time assignment, or if less than a full-time assignment, sick leave credit proportionate to time taught.
4. Teachers rendering service on temporary contract shall be entitled to sick leave credit and to accumulate unused sick leave based on one and one-half (1 ½) days for that month assuming a full-time assignment, or if less than a full-time assignment, sick leave credit proportionate to time taught.
5. Teachers-on-Call who provide continuous service in the same assignment of more than ten (10) teaching days, shall be entitled to sick leave credit and to accumulate unused sick leave credit based on one and one-half (1 ½) days for that month or portion thereof of actual time taught. After the ten (10) continuous teaching days of service, sick leave will be calculated retroactively to initial date of assignment. The accumulated time shall not be carried forward to subsequent assignment except where there is no break in service.
6. There is no maximum as to the number of days of sick leave that may be accumulated.
7. Each year, no less than fifteen (15) days of sick leave will be available to each teacher at the beginning of the school year.
8. Teachers commencing employment with the Board during the year shall then have available to them a pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year.
9. Any amount paid to a teacher for sick leave advanced but not earned during the school year shall be repaid by the teacher through a payroll deduction or by direct payment to the Board as appropriate.

10. Where the Board is unable to collect any outstanding balance, as provided for under Section G, Article G.21.9, the Association will join with the Board and undertake a course of action as appropriate to recover any outstanding amount from the teacher.
11. Each employee shall be apprised of his/her accumulated sick leave credits on the employee monthly pay statement.
12. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed one hundred forty (140) days.
13. Teachers may be required to provide an acceptable medical certificate in relation to any absence due to sickness.
14. Where a teacher is in receipt of Workers' Compensation and at the same time is entitled to sick leave, the Board shall fractionally increase the teacher's benefits to full pay and shall reduce the teacher's sick leave credit by the same fraction of full days until no accumulated sick leave remains, whereupon the Board's responsibility shall cease.
15. If a teacher resigns or is laid off from the Board's employ and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit upon resumption of a position with the Board of the balance of all sick leave remaining to the teacher's credit at the time of the teacher's resignation or layoff. Any credits which have been ported from SD No.42 to another district pursuant to PCA Article G.2 shall not be available to the teachers. Pursuant to Article G.1, an employee who is rehired to SD No. 42 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in his/her previous school district.
16. A teacher who contracts a communicable childhood disease, such as measles, mumps, chicken pox, shall, upon application, receive compassionate leave with pay provided that there are other cases of the disease in the school to which he/she may have been exposed, and the teacher has availed himself/herself of the appropriate Public Health immunization program.
17. A teacher who resumes employment, shall on the expiration of a leave for maternity purposes have reinstated all entitlements to accrued sick leave benefits which the teacher would have been entitled had the maternity leave not been taken. This clause has effect only to the extent of short term maternity leave of eighteen (18) weeks as provided for in the Employment Standards Act (1991).

ARTICLE G.22 MATERNITY AND S.U.B. PLAN

1. Short-Term Maternity Leave
 - a. A pregnant teacher shall be granted upon request a leave of absence.
 - i. As provided for in Part 7 of the Employment Standards Act (1991), Appendix B of this Agreement, or
 - ii. For a stated period of time so that the return to duty will coincide with the commencement of the following term or semester, or following the spring break.
2. Supplemental Employment Insurance Benefits on Maternity Leave
 - 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 percent (95%) of her current salary for the first two (2) weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits,
- ii. The difference between seventy-five percent (75%) of her current salary and the amount of EI maternity benefits received by the teacher, for a further fifteen (15) weeks,
- iii. The Board agrees to enter into the Supplemental Employment Benefit (SUB) Plan agreement required by the Employment Insurance Act in respect of such maternity payment.

3. Short-Term Parental Leave

- a. A parental leave (inclusion of adoption leave) shall be granted upon request:
 - i. As provided for in Part 7 of the Employment Standards Act (1991), or
 - ii. For a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the Spring break.
 - iii. Two (2) days leave with pay shall be granted, upon written application to the Superintendent of Schools to be taken at the discretion of the teacher.

4. Extended Maternity Leave

- a. Teachers granted leave under Section G, Article G.22.1.a. and G.22.3.a., who choose not to return to work at the expiration of that leave may apply for extended maternity/parental leave, four weeks prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30.
- b. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of a term or semester.
- c. Teachers returning from extended maternity/parental leave shall do so at the commencement of a term or semester and shall notify the Board eight (8) weeks in advance except in respect to leave expiring June 30 where notice shall be given by May 31.

5. Use of Sick Leave

- a. 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 sick leave benefits according to Section G, Article G.21.

6. 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. In emergency situations, the teacher's application for leave will be considered on shorter notice.
- d. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act (1991), and the maternity and extended maternity leave provisions of the Agreement.

7. Extended Maternity/Parental Leave Benefit
 - a. When a teacher has been granted extended maternity/parental leave the Board will pay its share of all benefit premiums during the period of the leave, if the teacher so requests and makes suitable arrangements for the continuation of her share of the premiums.
8. Adoption
 - a. 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 (1991). Paid leave of two (2) days shall be granted to either parent, or both, (if both are employees of the Board), for mandatory interviews or travelling time to receive the child.
9. Assignment
 - a. A teacher returning from short-term leave shall be reassigned to the same position held prior to the leave;
 - b. A teacher returning from extended leave shall be assigned to a reasonably comparable position within the District;
 - c. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

ARTICLE G.23 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

1. The Board shall grant leave of absence with pay to any employee summoned for jury duty or required to attend any legal proceedings by reason of subpoena or notice of witness. An employee on such leave shall pay to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.
2. Where the Board requires a teacher to attend proceedings in connection with the interpretation or application of this Agreement, the Board shall grant leave with pay.
3. 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 a Teacher on Call shall be granted by the Board.

ARTICLE G.24 BEREAVEMENT

1. Teachers and teachers-on-call with assignments that qualify for payment on scale, shall be granted a maximum of five (5) days leave without loss of pay in the case of death of spouse (including common-law) and/or child, parents, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, same gender partner and/or any other relative who has been residing in the same household over a period of not less than one year.
2. Where physical arrangements for the funeral cannot be accomplished in the period under this section, extended leave may be granted under provisions of Section G, Article 37.

ARTICLE G.25 EMERGENCY LEAVE FOR FAMILY ILLNESS

1. A teacher may, when a dependent member in the immediate family (spouse, parent, grandparent, grandchild, child, sibling) is confined to home through illness, and where no other adequate care is available, be granted upon application up to three (3) days leave of absence which shall be charged against the teacher's accumulated sick leave.

ARTICLE G.26 TEACHER EXCHANGE

1. The Board shall approve all successful applications for teacher exchange approved by the Ministry of Education.

ARTICLE G.27 DEPARTMENT OF NATIONAL DEFENSE

1. The Board shall approve, upon request by a teacher, up to three (3) candidates for DND provided that:
 - a. The teacher has a standard certificate or higher;
 - b. The teacher has a minimum of three (3) years teaching service in District No. 42;
 - c. The teacher is recommended for the position by both the Principal and the Superintendent of Schools.
2. Extensions beyond the initial assignment may be granted.

ARTICLE G.28 EXAMINATIONS

1. A maximum of one (1) day shall be allowed with pay if the subject examination is related to education and provided further that the examination is written during the school day.

ARTICLE G.29 CITIZENSHIP

1. A teacher who is becoming a Canadian citizen shall be granted leave with pay for such time as is necessary to attend such proceedings as the Court requires.

ARTICLE G.30 MARRIAGE

1. A teacher shall be granted one (1) day off with pay on the occasion of the teacher's marriage should this occur on a school day, and up to two (2) more consecutive days providing the teacher pays the full cost of the certified Teacher on Call rate.

ARTICLE G.31 STUDY

1. Upon application to the Superintendent of Schools, leave may be granted for up to ten (10) teaching days prior to school closing in June for approved study providing year-end teacher duties are completed. Deduction shall be at the established rate of a certified Teacher on Call for each day absent.

ARTICLE G.32 NATIONAL OR INTERNATIONAL COMPETITIONS

1. Upon application to the Superintendent of Schools, leave of absence shall be granted to a teacher for participation as a competitor or official representing B.C. or Canada in national or international competitions for a period not to exceed twenty-two (22) teaching days provided a suitable Teacher on Call is obtained where required. The teacher shall be deducted, for each teaching day absent, the cost of the established certified Teacher on Call rate.

ARTICLE G.33 ATHLETIC OR OTHER COMPETITIONS

1. On application to the Superintendent of Schools approval may be granted to a teacher for leave of absence for participation in outside athletic/fine arts or other competitions. Deduction from the teacher's salary shall be made for each teaching day absent at the cost of the established certified Teacher on Call rate.

ARTICLE G.34 CONVOCATION

1. One (1) day shall be allowed with pay to receive a university degree, or to attend the convocation of a member of the teacher's immediate family.

ARTICLE G.35 DISCRETIONARY

1. Two (2) days per year will be granted on application, with fifty percent (50%) of the cost of the certified Teacher on Call paid by the teacher provided that the teacher provides as much notice as possible of the date of the leave.
2. Article G.35.1 does not apply to employees in the adult education programs.

ARTICLE G.36 ELECTED OFFICE AND COMMUNITY SERVICE

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, he or she shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted a long-term leave of absence.
2. If elected, return to work will be at the beginning of a school term and to the position occupied, if available, or to a comparable one.
3. If not elected, the teacher shall, at the end of a campaign, return to the previously held position.
4. Teachers elected or appointed to Municipal or Regional Board offices or Public Boards shall be granted leave of absence, at the cost of a certified Teacher on Call, to a maximum of five (5) days in any one school year.
5. Teachers involved in community service shall be granted, at the cost of a certified Teacher on Call to the teacher, leave of absence up to a maximum of three (3) days in any one school year where such leave is relative to school or school district activities.

ARTICLE G.37 OTHER

1. Upon application to the Superintendent of Schools, approval shall be granted for leaves of absence for other reasons, including religious, compassionate, etc., provided that a deduction of pay for each day absent will be made on the basis of the established certified Teacher on Call rate.
2. Compassionate leave may be granted either:
 - a. With pay,
 - b. Without pay, or
 - c. With pay but the teacher shall be responsible to pay the cost of a Teacher on Call at the established certified Teacher on Call rate for each day absent.

ARTICLE G.38 INTRA PROVINCIAL EXCHANGE

1. General Terms and Conditions for Exchange
 - a. Consideration will be given to candidates who hold a permanent certificate, a continuing contract, and who have completed a minimum of five (5) years of teaching experience in School District No. 42.
 - b. Exchanges remain in the employ of their School Board and continue to have their salaries remitted to them while on exchange. They are subject; therefore, to normal taxations, superannuation, and medical and dental plan deductions, and retain their rights, sick leave benefits, increments, and seniority as employees of School District No. 42.
 - c. Successful exchange candidates will, upon return to School District No. 42, be guaranteed a teaching position at the same level and subject areas as his/her previous position (i.e., secondary teachers to secondary positions, elementary teachers to elementary positions unless the returning teacher specifically requests in writing to School District No. 42 a change in his/her level or subject area).
 - d. Exchanges are for one school year. Candidates may apply for one additional year. The granting of a request for an extension beyond the second year of continuous exchange will be subject to the approval of the Screening Committee.
 - e. Applicants must have the consent of their School Board and the endorsement of the District Screening Committee to participate.
 - f. Having ascertained that they meet the requirements for eligibility, candidates should specify the School District(s), grades and preferred subject areas in which they are interested.
 - g. Successful candidates will be expected to arrange for their own accommodation. Exchange teachers must pay their own travel expenses, including those of family members.
 - h. Application forms for the Intra-Provincial Exchange Program can be obtained from:

Human Resources Department, School District No. 42
22225 Brown Avenue
Maple Ridge, BC, V2X 8N6

2. Specifics
 - a. A Screening Committee will process applications. It will consist of:
 - i. Two (2) representatives of the Board;
 - ii. The president of the MRTA;
 - iii. Two (2) other MRTA members.
 - b. Candidates for exchange will submit a resume which will include:
 - i. Educational background;
 - ii. Professional perspective;
 - iii. Professional experience;
 - iv. Evidence of professional growth and development;
 - v. At least pertinent references.
3. Teachers may apply for exchange based on one or more of the following plans:
 - a. Identical Exchange
 - i. Teachers exchange classrooms and assignments.
 - ii. At the end of the exchange period, teachers return to the parent school and classroom as per Term and Condition under Section G, Article G.38.1.c.
 - b. Collegial Exchange
 - i. At the elementary level teachers from similar levels (i.e. primary with primary) would exchange.
 - ii. At the secondary level, teachers from the same subject areas would exchange.
 - iii. Teachers applying for collegial exchange will be placed in the host district but not necessarily at the same school from which the exchange originated.
 - c. Complementary Exchange
 - i. Designed for teachers who are or who may be teaching outside their preferred level and/or subject area.
 - ii. Teachers apply to exchange to another district where they could teach at their preferred level and/or in their preferred subject areas.

ARTICLE G.39 SELF-FUNDED LEAVE PLAN

1. The Board shall administer a Self-Funded Leave Plan as determined by a separate Agreement.
2. The Self-Funded Leave Plan shall be governed by a Self-Funded Leave Plan Committee composed of three (3) members appointed by the Association and not more than three (3) members appointed by the Board. The committee shall select a chairperson from amongst its members.
3. The committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection and election of an eligible investor for the deferred compensation amounts.

4. During the period of leave, the teacher shall continue to receive medical, extended health, group life insurance and dental benefits at full cost to the employee.
5. On return from leave, the teacher shall be assigned to the same assignment held prior to taking the leave, unless a different assignment is mutually agreed upon.
6. Any employee participating in this plan shall not hold responsible the Board of School Trustees for any subsequent actions that might arise to the detriment of the employee for reasons such as investment decisions of the committee, rulings by Revenue Canada concerning taxation questions, etc.

ARTICLE G.40 LONG SERVICE LEAVE

1. Up to three percent (3%) of the District teaching staff shall, upon application, be granted long service leave per school year, subject to the following:
 - a. Long service leave shall be for a school year (September to June) or, in circumstances approved by the Superintendent, for a school term.
 - b. Teachers shall have five (5) or more years service in the District to be eligible for long service leave.
 - c. Applications for long service leave must include a recommendation from the applicant's immediate supervisor and must be submitted to the Superintendent of Schools' office by May 1 of each year. Acceptance or rejection of the requested leave of absence will be made known to the applicant by May 31. Written confirmation shall be made by June 7.
 - d. Long service leave is contingent upon a suitable replacement, at a lesser cost of per annum salary than the incumbent teacher, being hired on a temporary appointment by the District.
 - e. Salary for the year will be the difference between the teacher's current annual salary and the annual salary of the replacement teacher. For purposes of calculation, annual salary will include only the basic annual salary exclusive of any allowances.
 - f. A teacher may maintain fringe benefits while on long service leave by making arrangements with the Secretary-Treasurer's office in advance of the leave, paying the full share of the premiums for the estimated leave of absence.
 - g. Teachers returning from leave will return to their previous assignment if this can be arranged or to a similar position as shall be arranged through District personnel placement opportunities.

SIGNATURE PAGE

Signed at Maple Ridge, British Columbia, this _____ day of _____, 2011

Harry Dhillon, Acting Director of Human Resources
School District No. 42 (Maple Ridge-Pitt Meadows)

George Serra, President
Maple Ridge Teachers' Association

Sue Ferguson, Senior Labour Relations Consultant
British Columbia Public School Employers'
Association

Susan Lambert, President
British Columbia Teachers' Federation

Appendix A: Joint MRTA/Board Professional Development Committee

Between

**The Board of School Trustees of School District No. 42
(Maple Ridge – Pitt Meadows) (“the Board”)**

And

The Maple Ridge Teachers’ Association (“MRTA”)

TERMS OF REFERENCE

A. The Committee shall consist of:

- 1) School District No. 42
 - a. the Superintendent or his/her appointee
- 2) Maple Ridge Teachers’ Association
 - a. chairperson of the MRTA Pro-D Committee
 - b. an elected representative of the MRTA Pro-D Committee

B. The Committee shall be governed by the following procedures:

- 1) The Committee shall elect a chairperson at the beginning of each school year.
- 2) The Committee shall meet at least four (4) times a year. Additional meetings shall be held at the request of the chairperson or any member of the Committee.
- 3) Three (3) members shall constitute a quorum.
- 4) Decision shall be via consensus. In the event of no consensus, the issue will be referred to the School Board and MRTA Executive for a decision.

C. Policy Guidelines:

Purpose:

The Joint MRTA/Board Professional Development is to:

- a. Establish long and short range objectives that are in harmony with District and MRTA policies for Professional Development.
- b. Assist the MRTA Professional Development Committee in accomplishing the objectives in i).
- c. Establish guidelines for allocating substitute days for staff who wish to engage in in-service activities.
- d. Establish guidelines for allocating funds for in-district and out-of-district activities.

Appendix B: Employment Standards Act (updated to 1998 October 01)

Between

**The Board of School Trustees of School District No. 42
(Maple Ridge – Pitt Meadows) (“the Board”)**

And

The Maple Ridge Teachers’ Association (“MRTA”)

Part 6 Leaves and Jury Duty

Section 50 Pregnancy Leave

50. 1) A pregnant employee who requests leave under this section is entitled to up to 18 consecutive weeks of unpaid leave
- a. beginning no earlier than 11 weeks before the expected birth date, and
 - b. ending no earlier than 6 weeks after the actual birth date unless the employee requests a shorter period.
- 2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- 3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- 4) A request for leave must;
- a. be given in writing to the employer,
 - b. if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - c. if required by the employer, be accompanied by a medical practitioner’s certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- 5) A request for a shorter period under the subsection (1) b. must;
- a. be given in writing to the employer at least one week before the date the employee proposes to return to work, and
 - b. if required by the employer, be accompanied by a medical practitioner’s certificate stating the employee is able to resume work.

Section 51 Parental Leave

51. 1) An employee who requests parental leave under this section is entitled to up to 12 consecutive weeks of unpaid leave beginning.
- a. for a birth mother, immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise.
 - b. for a birth father, after the child's birth and within 52 weeks after that event, and
 - c. for an adopting parent, within 52 weeks after the child is placed with the parent.
- 2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- 3) A request for leave must;
- a. be given in writing to the employer,
 - b. if the request is for leave under subsection (1) a. or b., be given to the employer at least 4 weeks before the employee proposes to begin leave, and
 - c. if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- 4) An employee's combined entitlement to leave under Section 50 and this section is limited to 32 weeks plus any additional leave the employee is entitled to under Section 50 (3) or subsection (2) of this section.

Appendix C: Letter of Understanding – Expedited Arbitration

Between:

**The Board of School Trustees of School District No. 42
(Maple Ridge – Pitt Meadows) (“the Board”)**

And

The Maple Ridge Teachers’ Association (“MRTA”)

FOR THE TERM OF THE COLLECTIVE AGREEMENT, THE PARTIES AGREE THAT:

1. Any grievance that has not been resolved after the completion of the stage of the Grievance Procedure as outlined in Section A, Article 6.4 a) may be referred to expedited arbitration in accordance with Article A.6.6, A.6.7 by the party originating the grievance with the following exceptions:

- a. dismissals,
- b. suspensions in excess of ten (10) days.

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

2. For expedited arbitration, a single arbitrator shall be selected from the list below. The arbitrator will be selected by a draw. No one arbitrator will be used for a consecutive arbitration unless there is mutual agreement. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.
3. Within ten (10) teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five (5) days. If no arbitrator from the list is available within ten (10) teaching days, the first available arbitrator from the list shall be selected.
4. The decision of the arbitrator shall be final and binding.
5. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedent value and shall not thereafter be referred to by the parties in respect to any other dispute or arbitration.
6. The parties shall share equally the cost of fees and expenses of the arbitrator.
7. The list of arbitrators to be selected shall be:

Catherine Bruce
Nancy Morrison
John Kinzie
Colin Taylor

Signed at Maple Ridge this ____ day of _____.

(On behalf of the Board)

(On behalf of the MRTA)

MRTA/Board Agreement for Modified School Calendar

AT KANAKA CREEK ELEMENTARY SCHOOL
EFFECTIVE SEPTEMBER 1, 1998 TO AUGUST 31, 1999

Revised May 25, 1998

This letter serves as a letter of understanding, in addition to the collective agreement between the Board of School Trustees of School District No. 42 (Maple Ridge – Pitt Meadows) (herein referred to as “the Board”) and the Maple Ridge Teachers’ Association (herein referred to as “the Association”), for the period September 1, 1998 to August 31, 1999. The Board and the Association agree that, with regard to the implementation of the modified school calendar for Kanaka Creek Elementary School, the following shall serve as a Letter of Understanding.

Preamble

It is agreed that the operation of the modified school calendar at Kanaka Creek Elementary School, shall be covered by terms and conditions of the current Local and Transitional Collective Agreements. It is recognized that no member of the Association shall suffer economic or other contractual disadvantage by virtue of the operation of the alternate school year. Both parties to the Agreement believe that students and staff deserve the levels of support and service provided to other students, schools, and staffs.

The following will serve as specific amendments for the operation of Kanaka Creek Elementary School.

It is, therefore, agreed that, without prejudice to or precedent for either party’s position on future contract issues, the following shall apply.

Pay

Teachers at Kanaka Creek shall be paid in accordance with Section B - Salary and Economic Benefits of Maple Ridge Teachers’ Association Collective Agreement, but they will not receive pay in April or August.

Teachers on Call (TOCs)

School will contact TOCs as needed in July. Priority will be given to TOCs on the September to June call-out list, who agree to be available in July. Terms and conditions for TOCs will be in accordance with Article 6 – Teacher on Call Hiring Practices, Article 10 – TOC Working Conditions, and Article 11 – TOC Pay.

Itinerant Services

Assignment to Kanaka Creek during the regular school year will continue during July. Itinerant staff will be paid 1/200th of the current annual salary for work in July. Priority will be given to itinerant staff regularly assigned to Kanaka Creek that indicate a desire to work in July. No itinerant staff will suffer any lay-off or reduction in time during the month of April as a result of declined student contacts at Kanaka Creek.

Leave for AGM

Kanaka Creek staff who are elected delegates to the BCTF AGM will be released from teaching duties, without loss of pay, to attend the AGM should it occur when the school is in session.

Request for Transfer from Present Staff

Should any of the current staff not wish to work on the modified calendar, they will apply for a transfer and fill a vacancy in the district in accordance with Section E, Article 2.6 of the collective agreement.

Resource Centre Access

Resource Centre materials will be available to Kanaka Creek teachers during the month of July, in the same manner as materials are available to teachers in the regular work year.

Assignments Deemed Continuous

Regardless of when staff are assigned to the schools, assignments will be deemed continuous even though interrupted by month-long breaks.

Days in Session

The total days in session, or hours of work, for Kanaka Creek will not exceed those in the regular school year.

MRTA Support

Should the services of the MRTA President or Vice-President be required during July, on behalf of a MRTA member of the Kanaka Creek staff, the MRTA will be given 1/200th of their annual salary.

Emerging Issues

A joint committee consisting of two MRTA members and two district staff will make recommendations to resolve issues that arise because of the uniqueness of the Kanaka Creek school calendar.

Review

The MRTA will conduct a review of the modified calendar during the first term of the 1998-99 school year. The Board will compensate the MRTA at 1/200th of the annual salary for each day needed to conduct the review.

School Calendar

The school calendar for Kanaka Creek Elementary School shall provide:

- a. the number of instructional days equivalent to those agreed to for schools operating with a traditional (September to June) school calendar.
- b. the same number of non-instructional days, and the same number of administrative days, if any, and the same number of parent-teacher interview days, if any, as agreed to for schools operating with a traditional calendar.

Signed this 19th day of August, 1998.

Between

The British Columbia Teachers' Federation ("BCTF")

And

The British Columbia Public School Employers' Association ("BCPSEA")

LETTERS OF UNDERSTANDING / INTENT between BCTF AND BCPSEA

LETTER OF INTENT No. 1

Between:

BRITISH COLUMBIA 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.

Original signed by:

Jinny Sims

Jacquie Griffiths

BCTF President

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

K. Halliday

Negotiation Team for
British Columbia Teachers Federation

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 1, 2004.
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Appendix 1

PROVINCIAL MATTERS

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

1. Term and Renegotiation
 - 1.71.1 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 the 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 *Representative, School Staff representatives*
 - 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
 - a1.40 *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 In-service 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 In-service Fund, Coordinators’ Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments
14. Automobile/Travel Allowance
2.1 Automobile Expenses
2.2 Travel Allowance
15. First Aid Allowance
1.41 First Aid, First Aid Allowances, Training
16. Isolation Allowance
2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
17. Moving/Relocation Allowance
2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
18. One Room School Allowance
2.6 Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
19. *1.96 Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)*

- 20. Housing Assistance
 - 2.5 *Housing*
- 21. Part Month Payments and Deductions
 - 1.87 *Part Month Payments and Deductions – Schedule*
- 22. No Cuts in Salary and Benefits
 - 1.69 *No Cuts in Salary*
- 23. Pay Periods
 - 1.88 *Pay Periods, Salary Payday Schedule*
- 24. Payment for Work Beyond regular Work Year
 - 1.86 *Counsellors Working Outside School Calendar, Night School Payments; Summer School Payments, Salary-Payment for Additional Days; Not Regular School Days*
- 25. Board Payment of College Fees
 - 1.5 *College Fees, Employer Payment*
- 26. General Benefits
 - 1.10 *General Information, Benefits*
 - 3.36 *Benefits – Management Committee*
- 27. 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*
- 28. Death Benefits
 - 1.8 *Death*
- 29. Unemployment Insurance/SIF Rebate
 - 3.3. *Benefits – UIC (all rebates)*
- 30. Continuation of Benefits
 - 1.13 *Benefits – Payment for During Leave*
 - 1.17 *Salary Indemnity, Salary Continuance, Long Term Disability*
- 31. 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*

- 32. Employee and Family Assistance Program
2.3 *EAP/EFAP*
- 33. Personal Property Insurance
1.102 *Loss of Personal Effects, Theft, Vandalism*
- 34. Group RRSP
3.38 *Benefits – RRSP*

Section C – Employment Rights

- 1. Employment on Continuing Contract
1.31.1 *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*
2.76 *Consultation Time to Deal w/Curriculum Changes Imposed by Ministry*
3.41 *Future Education Directions Committee*
2. Professional Development: Funding (NOTE: See also Addendum C)
1.19 *Tuition Costs*
1.78 *Professional Development Committee – as related to funding*
1.81 *Funds – Professional Development*
3. Professional Days (Non-Instructional)
1.70 *Non instructional days*
4. School Accreditation
1.1 *Assessment, Accreditation (Elementary & Secondary)*
5. Professional Autonomy
3.26 *Autonomy – Professional; Method of Instruction*
3.27 *Responsibilities – Duties of Teachers*
1.44 *Copyright Infringement; Indemnification; Save Harmless*
3.42 *Use of PCs – Video*

Section G – Leaves of Absence

1. Sick Leave
1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation – Leave*
2.7 *Medical Leave – Preauthorized Travel for Medical Services Leave*
2. Maternity and Parental Leave and S.U.B. Plan
1.18 *Maternity Supplemental Unemployment*
1.108 *Maternity Leave*
1.109 *Parental Leave – Short Term*
3. Short Term Paternity Leave and Adoption Leave
1.46 *Adoption Leave*
1.60 *Paternity Leave*

4. Jury Duty and Appearances in Legal Proceedings
1.56 Jury Duty Leave, Witness
5. Educational Leave
1.50 Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading, - Board Directed
1.103 Study Leave – Year End
6. Bereavement/Compassionate Leave
1.48 Bereavement Leave
1.53 Funeral Leave
7. Leave for Family Illness
1.52 Care of Dependents Child or Relative – Emergency or Long Term Chronic – Leave, Emergency Leave for Family Illness, Compassionate Leave
8. Discretionary Leave
1.54 Short Term – Leave, Discretionary; General; Personal
9. Leave for Elected Office and Community Service
1.49 Community Service; Search and Rescue Leave
1.51 Election Leave, Political Leave
10. WCB Leave with Pay
1.21 WCB
1.67 Worker's Compensation – Leave
11. Early Retirement Incentive Plan – separate from B
12. Leave of Absence Incentive Plan
1.47 Absence Incentive Plan - Leave
13. Religious Holidays
1.62 Religious Holiday - Leave
14. Leave to Attend Retirement Seminars
1.112 Leave to Attend Retirement Seminars
15. Leave for Communicable Disease
1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation – Leave
16. Leave for Conference Participation
1.113 Leave for Conference Participation
17. Leave for Competitions
1.55 International Amateur Competition, Sports Competition Leave
18. Leave for Visiting Exchange Teachers (needs broader title)
1.59 Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty-Leave, Resource Teacher Assignment

19. Leave for University Convocations (needs broader title)
1.64 Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves
20. Leave for Blood, Tissue and Organ Donations
1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave
21. Leave for Exams
1.50 Board Directed Upgrading. Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading, - Board Directed
22. Miscellaneous Leaves with cost
1.58 Other Leave
1.106 Committee – Detached Duty

May 31, 1995 Provincial

Appendix 2

LOCAL MATTERS

Housekeeping – Form

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section D – Working Conditions

1. Extra-curricular Activities
3.11 *Extra-curricular*
2. Staff Meetings
4.27 *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

Appendices 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

K. Halliday

Negotiation Team for
British Columbia Teachers Federation

Negotiation Team for
British Columbia Public School Employers Association

October 25, 1995

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:

For BCPSEA:

R. Worley

K. Halliday

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.

R. Worley
British Columbia Teachers' Federation

K. Halliday
British Columbia Public School Employers' Association

LETTER OF UNDERSTANDING NO. 2

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

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

Jacquie Griffiths
For the BCPSEA

LETTER OF UNDERSTANDING NO. 3A

BETWEEN

The British Columbia Public School Employers' Association

AND

The British Columbia Teachers' Federation

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).

Does not apply in School District No. 42 (Maple Ridge – Pitt Meadows)

LETTER OF UNDERSTANDING NO. 3 B

BETWEEN

The British Columbia Public School Employers' Association

AND

The British Columbia Teachers' Federation

Re: Section 27.4 Education Services Collective Agreement Act

The parties agree that the amounts paid to employees at June 30, 2006, pursuant to the Rate of Pay Maintenance provisions of the Letter of Understanding (June 25, 2002) shall continue through the term of this Agreement. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 4

BETWEEN

The British Columbia Public School Employers' Association

AND

The 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 onetime 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 purpose 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 onetime 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

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 5

BETWEEN

The British Columbia Public School Employers' Association

AND

The 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 onetime 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 replace or amend 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

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 6

BETWEEN

The British Columbia Public School Employers' Association

AND

The 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 Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING NO. 7

BETWEEN

The British Columbia Public School Employers' Association

AND

The 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

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 8

BETWEEN

The British Columbia Public School Employers' Association

AND

The 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 3 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 nor 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, parts a., b., and 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

The British Columbia Public School Employers' Association

AND

The British Columbia Teachers' Federation

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 10

BETWEEN

The British Columbia Public School Employers' Association

AND

The 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

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 11

BETWEEN

The British Columbia Public School Employers' Association

AND

The 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:

	<u>Category 4</u>	<u>Category 5</u>	<u>Category 5+</u>	<u>Category 6</u>
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:*

	<u>Category 4</u>	<u>Category 5</u>	<u>Category 5+</u>	<u>Category 6</u>
Max.	\$56,407	\$64,116	\$68,669	\$70,269

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 12

BETWEEN

The British Columbia Public School Employers' Association

AND

The British Columbia Teachers' Federation

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

SD 49 Central Coast	SD 891 Fort Nelson
SD 50 Haida/Gwaii/Queen Charlotte	SD 82 Coast Mountain
SD 52 Prince Rupert	SD 85 Vancouver Island North
SD 87 Stikine	

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 13

BETWEEN

The British Columbia Public School Employers' Association

AND

The British Columbia Teachers' Federation

Re: Fiscal Dividend

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

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

The fund will be determined as follows:

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 14

BETWEEN

The British Columbia Public School Employers' Association

AND

The 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 assigned Category 5+, the employer shall so inform TQS.

Dated this 27th Day of June, 2007

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 15

BETWEEN

The British Columbia Public School Employers' Association

AND

The 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 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

January 14, 2008

Jim Iker
BC Teachers' Federation

January 21, 2008

LETTER OF UNDERSTANDING NO. 16

BETWEEN

The British Columbia Public School Employers' Association

AND

The 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

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