

PROVINCIAL AND LOCAL  
MATTERS AGREEMENT  
(COLLECTIVE AGREEMENT)

BETWEEN

THE BRITISH COLUMBIA PUBLIC  
SCHOOL EMPLOYERS' ASSOCIATION  
(SCHOOL DISTRICT #44)

AND

THE BRITISH COLUMBIA  
TEACHERS' FEDERATION  
(NORTH VANCOUVER TEACHERS' ASSOCIATION)

JULY 1, 2006

TO

JUNE 30, 2011

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

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## **A. GENERAL PROVISIONS (LOCAL)**

1. The purpose of this Agreement is to:
  - a. establish and maintain orderly contract administration procedures between the Board and the Association;
  - b. establish the terms and conditions of employment of all employees to whom this Agreement applies;
  - c. establish procedures for the settlement of disputes which may arise as to the application and/or the interpretation of this Agreement.
2. This Agreement shall be governed and construed according to relevant provincial and federal statutes. If any provision of this Agreement, or any application of this Agreement, to any employee covered hereby shall be found contrary to law, the relevant statute shall prevail.
3. Terms used in this Agreement, defined in the *School Act*, and *School Act Regulations*, the *Labour Relations Code*, and other relevant statutes, shall have the meanings as defined in those statutes.

## **B. DEFINITIONS (LOCAL)**

1. The use of one gender in this Agreement shall include the other and the singular include the plural, unless the sense of the provisions provides otherwise.
2.
  - a. The term "Agreement" shall mean this entire Collective Agreement.
  - b. PCA shall mean the Provincial Collective Agreement.
3. The terms "Association" and "Local" shall mean the North Vancouver Teachers' Association.
4. The terms "Board" and "Employer" shall mean the Board of School Trustees, School District No. 44 (North Vancouver). It is understood that the Board designates and delegates all administrative functions to the superintendent and other administrative staff.
5. The term "teacher" shall take its meaning from the definition in the *School Act*.
6. The term "employee" shall mean all teachers and associated professionals in the bargaining unit represented by the Association.
7. The term "qualifications" shall mean an employee's education, certification, training, and experience.
8. The term "associated professionals" shall mean those employees who do not possess teaching certificates, as specified in Articles A.2 (Recognition of the Union) and B.27 (Associated Professionals) of this Agreement.

9. The term “days” shall mean calendar days unless specifically defined in this Agreement.
10. The term “administrator” shall mean principal, vice principal, or Superintendent designate.

In the event of a difference in interpretation of a word or term in this Collective Agreement, a representative of the Board and the Association shall meet in an attempt to resolve the question of interpretation.

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

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

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

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

## **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 the *Public Education Labour Relations Act (PELRA)* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer recognizes the North Vancouver Teachers' Association as the teachers' union for the negotiation in the district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in the district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

## **ARTICLE 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 North Vancouver Teachers' Association 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, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.
4. When a teacher on call is appointed to a committee referred to in Article A.5.1 and A.5.2, and the committee meets during normal instructional hours, the teacher on call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher on call shall receive a full day's pay.

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

### **1. Preamble**

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

## **Steps in Grievance Procedure**

### **2. Step One**

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

### **3. Step Two**

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

### **4. Step Three**

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a, the local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two (2) representatives of the local and two (2) 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 (3); and/or
  - ii. at least one (1) 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. [See Provincial Letter of Understanding No. 1: Designation of Provincial and Local Matters].
- 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. [See Provincial Letter of Understanding No. 1: Designation of Provincial and Local Matters].
- 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.
  - 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 (3) 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 (1/2) of the fees and expenses of the arbitrator.

## 9. General

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

- iii. Unless the Previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher on call that may be required.

## **Local Provisions**

### **10. Expedited Arbitration**

- a.
  - i. Any local matters grievance that has not been resolved after Step Three may be referred to expedited arbitration by the Association.
  - ii. Any provincial matters grievance that has not been resolved after Step Three may be referred to expedited arbitration by the provincial parties.
- b. The arbitration award shall be final and binding. However, it shall carry no precedent. The arbitration award will not be introduced into other grievance/arbitration proceedings by either party.
- c. Unless the parties can agree on a single arbitrator within five (5) school days of referral to expedited arbitration, the arbitrator shall be chosen by lot from a list to be maintained by the Provincial parties. If no arbitrator from this list is available within ten (10) school days, the first available arbitrator from the list shall be selected.
- d. Within ten (10) school days of being appointed, the arbitrator shall hear the grievance and shall render a binding decision within five (5) school days.
- e. The parties shall share equally in the costs of the expedited arbitration.
- f. Either party shall be free to appeal the decision of the arbitrator.

## **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.

## **Local Provisions**

5. A leave of absence with pay shall be provided, upon request, for up to six (6) authorized representatives of the Association for the purpose of preparing for and conducting Collective Agreement negotiations. The cost of teachers on call shall be paid by the Board to an accumulation of thirty-five (35) days per representative in any one set of negotiations.
6. Beyond thirty-five (35) days per representative, a leave of absence for the purpose of conducting negotiations with pay shall be provided upon request. The cost of a teacher on call shall be shared fifty percent (50%) by the Board and fifty percent (50%) by the Association.

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

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

## **ARTICLE A.20 EXCLUSIONS FROM BARGAINING UNIT**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall inform the Association of all new positions offered in the District and submit to the Association a written position description of the new position.
3. Newly created positions similar to those currently in the bargaining unit, or covered by the Association's Certificate of Bargaining Authority, shall be included in the bargaining unit.

4. If there is no agreement as to the application of Article A.20.3, the matter may be referred to the step in the Grievance Procedure immediately preceding Arbitration.

## **ARTICLE A.21 NO CONTRACTING OUT**

1. The Board shall not contract out educational services or any other duties that consist of the type and kind of work that would normally and regularly be performed by members of the bargaining unit, except where there is mutual agreement between the Board and the Association. All work performed by members of the bargaining unit as part of their duties and responsibilities shall continue to be performed only by members of the bargaining unit.
2. Services currently provided by external agencies, groups, or individuals, that are outside of the duties of teachers, will remain in place unless discontinued by the Board or altered by mutual agreement between the Board and the Association.
3. It is acknowledged that the Board operates other programs in Continuing Education outside the scope of the bargaining unit certificate. Where components of these programs consist of the type and kind of work performed by members of the bargaining unit, the components shall be carried out by NVTAs. The term "component" is defined as planned blocks of classes in which the work is covered by the bargaining unit certificate.

## **ARTICLE A.22 TEACHER ASSISTANTS**

1. All teacher assistants hired to assist teachers in carrying out their responsibilities and duties, shall be under the employment supervision of an administrator and the immediate instructional supervision of teachers.
2. Teacher assistants shall not assume the direct instructional responsibility for designing or providing the educational programs for students, but may assist the teacher by:
  - a. providing assistance to individual students and groups of students;
  - b. monitoring students;
  - c. maintaining student records;
  - d. providing advice/guidance to students.
3. Teacher assistants shall not assume any instructional responsibility while a teacher is absent from the classroom.
4. Teacher assistants shall not be used as alternatives for:
  - a. qualified teachers;
  - b. teachers on call;
  - c. *(Deleted by Rice Arbitration Award, August 2002)*

## **ARTICLE A.23 NO STRIKE/LOCKOUT**

1. There shall be no strike or lockout during the term of this Agreement.
2. In the event an action is taken which is mutually determined to be a violation of this Article, the Association and the Board shall instruct their members and administrators respectively who may be involved to comply with the terms of this Agreement.

## **ARTICLE A.24 LINE PROTECTION**

All employees covered by this Agreement:

1. who fail to cross a picket line established in keeping with the requirements of provincial statute law shall be considered to be absent without pay. No disciplinary action other than a commensurate salary adjustment shall be taken by the Board;
2. shall not be directed by the Board to do work or carry out duties normally performed by Board employees locked out or engaged in a legal strike.

## **ARTICLE A.25 MANAGEMENT RIGHTS**

The Association and the Board recognize the responsibility and right of the Board to manage and operate the district in accordance with its responsibilities and commitments in a fair and reasonable manner. It is further agreed that the Board has all other residual rights of management which are not specified in this Agreement, and that the Board may exercise these rights provided that they are not contrary to legislation or this Agreement and its intent.

## **ARTICLE A.26 EMPLOYEE PROFESSIONAL AUTONOMY RIGHTS**

Employees, consistent with the requirements of the prescribed and authorized educational programs and generally accepted educational practice, shall have individual professional autonomy in determining the methods of instruction, methods of consultation, student evaluation and assessment techniques, and the planning, presentation, and evaluation of the educational program materials for the students to whom they are assigned and for whom they are responsible.

## **ARTICLE A.27 PREPARATION AND DISTRIBUTION OF AGREEMENT**

The Board and the Association agree to provide a unionized printer with a copy of the current Agreement within sixty (60) calendar days of ratification by both parties, excluding the summer break as defined in Article D.22 (Regular Work Year for Employees). Within ten (10) calendar days of delivery from the printer, the Board shall provide a copy of the Agreement to all employees. These time limits may be extended with the mutual agreement of the parties. The Association will pay for fifty percent (50%) of the cost of the reproduction of the Agreement.

## **ARTICLE A.28      ASSOCIATION OFFICERS' LEAVE**

1.     The Board shall grant a full time or part time leave of absence to employees elected as officers of the Association for a period of one (1) year. An application for leave must be made in writing to the Superintendent or designate by June 7 of the school year prior to the school year in which the leave is being requested.
2.     In cases where the June 7 notification cannot be met, such leaves shall be granted provided at least one (1) month's notice is given.
3.     The Board shall continue to pay these officers their salary and to provide benefits as specified elsewhere in this Agreement, provided the Association reimburses the Board for such salary and benefit costs upon receipt of a monthly statement.
4.     For the purposes of pension, salary increment experience, sick leave and seniority credit, these officers shall be deemed to be in the full employ of the Board. The Association shall inform the Board of the number of days or partial days that they were absent from Association duties due to illness. Such sick leave shall be deducted from their accumulated sick leave credits.
5.     An officer, upon return from leave, shall be assigned to the same or, if the position no longer exists, a comparable position to the one held prior to the leave.

## **ARTICLE A.29      LEAVE FOR GRIEVANCE/ARBITRATION**

A leave of absence with pay shall be provided, upon request, to authorized representatives of the Association for the purpose of attendance at grievance meetings or arbitration hearings as specified in Article A.6 (Grievance Procedure) in this Agreement. The cost of the teacher on call shall be paid by the Association.

## **ARTICLE A.30      RIGHT TO REPRESENTATION**

1.     An employee shall have the right to be accompanied by a representative of the Association at a meeting between that teacher and an administrator if:
  - a.     the meeting is or may become discipline related, in which case a representative of the Association shall be present; or
  - b.     an employee or the administrator has reasonable cause to believe that a representative of the Association should be present.
2.     The employee or the administrator shall have the right to suspend the meeting until a representative of the Association is present.

### **ARTICLE A.31 SCHOOL STAFF REPRESENTATIVES**

1. The Association school staff representative(s) shall have the right to represent the interests of the Association to the school administration and shall:
  - a. be relieved of instructional duties with no loss of pay, to be present, when required, at any meeting between an administrator and an employee in the school district;
  - b. be relieved of instructional duties with no loss of pay in order to investigate or participate in grievances or arbitration; and
  - c. have access to clerical staff support.
2. The Association shall provide to the Board, upon request, a list of all school staff representatives and chief staff representatives at each work location.

### **ARTICLE A.32 NVTA SCHOOL STAFF COMMITTEES**

1. The Board and the Association recognize the right of a school staff to form an NVTA Staff Committee.
2. The NVTA Staff Committee may study and make recommendations to the school administration on any matters of concern to the staff.
3. The NVTA Staff Committee shall have access to the school block budget information and other school district policies and regulations.
4. The school administration shall consider all recommendations made by the NVTA Staff Committee and will provide a response with reasons in an appropriate manner. Such responses shall be provided in a timely manner. Normally the school administration shall respond within seven (7) working days. In the case of a longer time frame being required, the administration shall provide the response no later than fifteen (15) working days after the recommendations are received.

### **ARTICLE A.33 ACCESS TO WORK SITE/USE OF SCHOOL FACILITIES**

1. Members and authorized representatives of the Association shall have access to and the authority to use district owned physical assets during all reasonable hours for the conduct of Association business, subject to the following conditions:
  - a. prior authorization of the appropriate administrator is obtained, which authorization shall not be unreasonably withheld; and
  - b. use is without charge except for out-of-pocket expenses, if any; and
  - c. the educational program is not unduly interfered with.

2. The Association shall use staff rooms or other suitable meeting places when required for Association business with informal prior notice to the appropriate administrator.

### **ARTICLE A.34 BULLETIN BOARDS**

The Association shall have the right to post notices of activities and matters of Association concern on existing Association bulletin boards, at least one (1) of which shall be provided in each existing and new building in areas frequented by bargaining unit members. The Association shall be responsible for material it posts on Association bulletin boards.

### **ARTICLE A.35 INTERNAL MAIL**

1. The Association shall have access for the purpose of communication to bargaining unit members:
  - a. to the mail service regularly provided by the district;
  - b. to employee mail boxes; and
  - c. to a school facsimile machine.
2. This access is free of charge.
3. The Board shall not be held responsible for the loss of Association materials handled by its internal mail services.

### **ARTICLE A.36 ACCESS TO INFORMATION**

1. The Board, upon request by the Association, agrees to furnish to the Association or its designated representative, within five (5) days, all prepared information of a public nature. This includes annual financial reports, audits, budgets, preliminary and final fiscal frameworks, and statements of final determination.
2. The Board shall also provide to the Association within five (5) days of a request, all accessible information on:
  - a. employee information, including a list of employees covered by this Agreement, showing their names, addresses, phone numbers, grid placement, allowances, seniority and assignment;
  - b. public agendas and minutes of all Board meetings and all attachments as are provided to the public;



- c. employee staffing entitlements for each school, special education aide staffing entitlements for each school, class sizes for each school, a list of students with special needs enrolled in each school, student enrolments by grade for each school, educational leadership allotments for each elementary and secondary school; and
  - d. other information which the Association reasonably requires to fulfill its role as the exclusive representative of employees in the administration of this Collective Agreement. In case of a dispute regarding what other information is required by the Association, the matter may be referred to expedited arbitration for resolution.
- 3. Notification of a "Less than Satisfactory Report" will be made to the President of the Association within five (5) days after its issuance.
  - 4. Notification of job postings, transfers, hirings, resignations, retirements, deaths, discharges and suspensions will be made to the Association within five (5) days of their issuance.
  - 5. The Board may request an extension of the time limits to fifteen (15) days, which shall not be unreasonably denied by the Association.

#### **ARTICLE A.37 NEW EMPLOYEE ORIENTATION**

- 1. All employees new to the staff of the Board shall receive within the first thirty (30) days of commencing duties, an orientation provided by the Board and the Association.
- 2. The orientation shall acquaint employees with the basic operation and services of the school district and their rights and responsibilities under the Collective Agreement.
- 3. The Board shall provide release time for the employees new to the staff of the Board to attend staff orientation.
- 4. Expenses of the orientation shall be borne by the Board.

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

### **ARTICLE B.1      SALARY**

1. The April 1, 2006 harmonized salary grids in the Local Agreement have been amended to reflect 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 and Retention
3. The following allowances shall not be adjusted by the above increases:
  - a. Mileage/Auto
  - b. Per Diems
  - c. Housing
  - d. Professional Development (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/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement. [See Article B.2.7 and B.2.8 for superior provisions]
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. [See B.2.7 and B.2.8 for additional provisions]
 

i.	Effective July 1, 2006	\$194.75
ii.	Effective July 1, 2007	\$199.60
iii.	Effective July 1, 2008	\$204.60
iv.	Effective July 1, 2009	\$209.70
v.	Effective July 1, 2010	\$213.90
  - b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked. [See B.2.7 and B.2.8 for additional provisions].

**Local Provisions**

**7. Rates of Pay for Non-Certificated Teachers on Call**

An employee without a valid B.C. Professional Certificate shall be paid:

- a. 1/260 of Category 4(PC) (0) for each day worked, plus vacation pay and pay in lieu of benefits.

- b. An employee who substitutes for more than three (3) continuous days shall be paid at the appropriate regular scale placement (1/189) for each day worked retroactive to the first day of the assignment, plus vacation pay and pay in lieu of benefits.

**8. Pay Periods, Vacation Pay, and Pay in Lieu of Benefits**

The Board shall, at least semi-monthly and not later than eight (8) days after each pay period, pay to each teacher on call, all wages earned for the pay period plus eight percent (8%) for vacation pay and for pay in lieu of benefits.

**9. Non-instructional Days**

- a. An employee who substitutes for more than five (5) continuous days in the same assignment shall have non-instructional days, occurring during that assignment, counted as a day of work.
- b. Non-instructional days occurring during the first to fifth day of a teacher on call's assignment shall count as a day of work if the employee is requested to attend.

**10. Call-Out**

- a. A teacher on call assigned for a half day or a full day shall not be paid less than the half day or full day pay, respectively.
- b. No assignment shall be for less than one half (1/2) of a day.

**11. Continuous Assignment**

Placement on scale and assignment of a teacher on call who has substituted for more than five (5) continuous days shall not be jeopardized by:

- a. a non-instructional day;
- b. a strike or lockout;
- c. the teacher on call's illness or accident;
- d. a Board initiated school closure; or
- e. the return of an employee who subsequently is absent within two (2) working days.

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

**PCA Article B.3 does not apply in School District No. 44 (North Vancouver).**

## **ARTICLE B.4          EMPLOYMENT INSURANCE (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 and include that amount as part of the employee's taxable income on the yearly T4 slip. The proportionate share in School District #44 (North Vancouver) is fifty-five percent (55%).

## **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 one hundred and fifty dollars (\$150) for loss of, damage to, or personal insurance deductible for personally owned professional material brought to an 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 dollars (\$10);
- 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.

**Local Provisions**

3. Reimbursement of Personal Property Losses

The Board will reimburse its employees for personal property losses sustained as a result of theft and/or vandalism while on assignment for the district up to a maximum of two-hundred dollars (\$200) per incident providing that:

- a. the loss was in excess of ten dollars (\$10);
- b. the incident was insured by the claimant;
- c. the claim is made in writing to the Superintendent or designate supported by satisfactory evidence of co-insurance and of loss;
- d. the appropriate administrator reports that the loss was sustained while on assignment for the Board.

**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 30. 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 ten (10) 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 31 shall be paid in equal installments on July 15 and August 15.
8. Notwithstanding clause 7 of this article, interest earned by the Plan for the period September 1, 2006 to August 15, 2008, shall be retained by the employer. Thereafter, interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

### **Local Provisions**

#### **11. Canada Savings Bonds Payroll Deduction**

The Board shall offer a Canada Savings Bonds (CSB) Payroll Deduction (non-RRSP) Plan for any employee who elects to enroll for contributions by the annual campaign deadlines. Provided the enrolled employee is in receipt of sufficient salary, the employee agrees to contribute based on the terms and conditions allowed under the Plan a fixed amount not less than ten dollars (\$10) from each payroll during the contribution period. The Board will remit such funds to Canada Investment and Savings (CIS) or its agent, the Bank of Canada, based on terms and conditions allowed by the Plan. Enrolled employees may decrease or cease contributions to the Plan effective the first payroll following the date the Board receives a completed change form provided such request is received prior to the payroll close off. Enrolled employees may increase their contributions to the Plan once a year only, in the Fall or by the annual campaign deadlines. The Board accepts no responsibility for employee contributions duly remitted to the Plan.



## **ARTICLE B.9      PAY PERIODS**

**PCA Article B.9.1 through B.9.3 are not applicable in S.D. No. 44 (North Vancouver) See B.9.4 below.**

### **Local Provisions**

#### **4.      Pay Periods**

Employees shall be paid their annual salary in installments by electronic deposits in the middle and at the end of each month, September through June inclusive. Where the middle or end of the month falls on a Saturday, Sunday or statutory holiday, the payment shall be made on the preceding weekday.

## **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.**

**PCA Articles B.10.4 and B.10.5 do not apply in SD. No.44 (North Vancouver).**

### **Local Provisions**

#### **4.      Employees who must use a car in the conduct of their duties and who require business auto insurance, may claim, upon submission of evidence of having purchased such coverage, an additional seventeen dollars (\$17) (12 month basis) on their monthly travel expense statement.**

## **ARTICLE B.11      BENEFITS**

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

### **Local Provisions**

#### **2.      General Benefits Information**

- a.      The Board shall provide each new employee with an application or enrolment form for participation in the medical, dental, extended health, and group life insurance plans.
- b.      The Board shall advise employees annually in writing, within sixty (60) days of commencement of duties, of benefit plans available to employees, of the cost of those plans, and of plans in which the employee is enrolled.
- c.      The Board shall provide to each employee covered by this Agreement, information, and advice where requested and appropriate, about the benefit plans covered by this Agreement. It is understood that the Board incurs no liability concerning this advice.

#### **3.      Benefit Plans Information and Changes**

- a.      The Board shall provide the Association with a copy of all available master employee benefit plans, and shall provide to the Association a copy of all available financial/actuarial statements for all benefit plans.
- b.      Where it is within their control, coverage under these plans shall not be altered or amended nor the carrier changed without prior agreement between the Board and the Association. With respect to a change in carrier, agreement from either party will not be unreasonably withheld.

#### **4.      Benefit Coverage**

##### **a.      General Conditions**

- i.      The Board shall ensure that benefits begin from the starting date of employment or the earliest date of eligibility for coverage.
- ii.     Benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.

##### **b.      M.S.P. and Pacific Blue Cross Extended Health**

- i.      The Board shall pay one hundred percent (100%) of the premium costs of the M.S.P. and Pacific Blue Cross Extended Health Benefit Plans for employees who elect to participate in such a plan.

- ii. The Extended Health Benefit Plan for employees shall provide:
  - (1) \$150.00 vision benefit per employee and dependant to be applied once every two (2) years;
  - (2) \$500.00 hearing benefit per employee and dependant to be applied once every five (5) years;
  - (3) an unlimited lifetime maximum payable under the Extended Health Plan as per Article B.11.1 (Provincial);
  - (4) \$500.00 orthotics benefit per employee and dependant to be applied once every two (2) years.
- iii. It is agreed that for the purposes of claiming future and retroactive reimbursement under Article 4.b.i and 4.b.ii, an employee and/or dependant will be required to provide receipts for expenses incurred.

c. **Dental Plan**

- i. The Board shall pay eighty percent (80%) of the premium costs of a dental health plan underwritten by Pacific Blue Cross, for each employee who elects to participate in the plan. Eligible employees new to the staff shall join the plan as a condition of employment, unless covered by a bona fide dental health plan.
- ii. The Plan shall include the following coverage:
  - (1) 80% of Part A basic service;
  - (2) 50% of Part B prosthetic appliance, crown and bridge;
  - (3) 50% of Part C orthodontics, with no limit.

d. **Group Life Insurance .**

The Board shall pay seventy percent (70%) of the premium costs of the present BCTF/BCSTA Group Life Insurance Plan B for each full time and part time employee of the Board.

e. **BCTF Voluntary Group Life Insurance .**

The Board shall administer the present BCTF Voluntary Term Life Insurance Plan, Dependant Term Life Insurance, and Accidental Death and Dismemberment Insurance and deduct the monthly premium from those employees participating in the plan, at no additional cost or risk to the Board.

**f. Employee Assistance Program**

- i. The Board and the Association support, in principle, an Employee Assistance Program;
- ii. The Board will pay 100% of the cost of the Program, which is currently administered by a Tripartite Committee composed of the Board, the NVTAs and CUPE representatives;
- iii. Participation in the Employee Assistance Program shall be confidential and shall be by self referral only.

**g. Death Benefits**

- i. In the event of the death of an employee 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 the deceased was last employed by the Board. The death benefit shall be paid within one (1) month of the death.
- ii. The Board shall continue to provide the medical, extended health, dental benefits and EAP to the dependants of the deceased employee for a period of six (6) months after the death of the employee. Such continuation shall be paid in full by the Board. The dependants shall be notified in writing of the terms of this provision when severance and other benefits are paid.

**ARTICLE B.12 CATEGORY 5+**

**1. Eligibility for Category 5+**

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional thirty (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 twenty-four (24) semester credits of the total requirement of thirty (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 Article B.12.1 must not have been used to obtain Category 5.
3. Salary for Category 5+
  - 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 Article B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11 (2008 Salary Harmonization), the salary rate calculated pursuant to Article 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 Article 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 Article 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.

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 (Category 5+ Transitional Provisions) for additional transition provisions.

**ARTICLE B.20 PLACEMENT ON SCALE**

1. Employees shall be placed on the salary schedules as per Article B.21 (Salary Schedules) according to their qualifications and experience, except where specifically provided for elsewhere in this Agreement.
2. The salary categories are established in accordance with years of preparation and certification. Years of preparation include at least one (1) year of professional teacher education.

The placement on scale shall be as follows:

Category	Certification	Years of Preparation
4	Letter of Permission	variable
4	First Nations Language Teacher Certificate	variable
4	Developmental Standard Term Certificate	variable
4	EB or Licence to Teach	2
4	EA or Standard Teacher Certificate	3
4	PC or Professional Teaching Certificate	4
5	PB/SB or Professional Teaching Certificate	5
5+	SA/PA or Professional Teaching Certificate or Category 5 qualifications, plus the equivalent of fifteen (15) additional second class or better relevant units (30 credits) at the 300 equivalent level or above from an accredited university. The additional credits may be taken before, during or subsequent to Category 5 credits. Effective September 1, 2007, TQS Category 5+ assignment pursuant to Article B.12 applies. [See also Letter of Understanding No. 14 for Transitional Provision].	
6M	PA with Master’s Degree or Professional Teaching Certificate (P)	6-7
7	Category 6M plus a Doctorate (P)	7

3. Teaching experience shall be evaluated in accordance with Article B.22 (Experience Recognition) of this Agreement.

4. Placement on the salary grid shall be determined in accordance with experience and with the category assigned by the Teacher Qualification Service (TQS), unless otherwise provided for in this Agreement.
5. Employees moved from former salary Categories 2 and 3 into Category 4 as of July 1, 1991, shall continue to earn increments within salary Category 4.
6. Employees with a valid Vocational Instructor's Diploma shall be assigned to the salary scale as determined by their Teacher Qualification Service rating and clauses in this Article, including:

Where the employee can demonstrate to the satisfaction of the Joint Salary Appeal Committee that:

- a. his/her job specialty training could not be acquired in the manner specifically required by TQS for the granting of the TQS category placement requested by the applicant; and
- b. his/her job specialty training should be equated to years of university training in excess of that granted by TQS.

The Joint Salary Appeal Committee may place the employee on the salary scale at the position of one (1) category above the TQS certification of the employee.

7.
  - a. At the time of appointment the Board shall advise the employee, in writing, of the documentation required to establish initial scale placement.
  - b. The Board shall notify the employee, in writing, of the initial category and experience placement that has been assigned, and of the right to appeal their placement to the Joint Salary Appeal Committee.
8. Upon receipt of documentation which establishes a salary category different from that in which the teacher was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement.
9. A Joint Salary Appeal Committee shall be formed for the purpose of reviewing any employee's appeal regarding the employee's:
  - a. placement on scale;
  - b. experience recognition;
  - c. trade, technical or work experience; or
  - d. changes in certification.

The Joint Salary Appeal Committee shall consist of two (2) representatives of the Board and two (2) representatives of the Association.

In the event the matter is not satisfactorily resolved and the employee wishes to appeal, the Grievance Procedure shall apply.

10. Scale Alteration: Category 7

- a. Employees with Category 6M certification and an earned Doctorate recognized by the Association of Universities and Colleges of Canada or Regional Accreditation Agency in the U.S.A. shall receive an additional annualized allowance to that received on Category 6M as follows:

July 01, 2006	July 01, 2007	July 01, 2008	July 01, 2009	July 01, 2010
\$1,544	\$1,583	\$1,642	\$1,683	\$1,717

- b. This amount shall be adjusted annually by the percentage which is the average of the percentages by which the minima and maxima of each of the scales 4 to 6M have been adjusted to the nearest tenth of one percent, and the allowances so determined shall be adjusted to the nearest dollar.



**ARTICLE B.21 SALARY SCHEDULES**

The salaries of the employees in the service of the Board, and a salary schedule applicable thereto, shall be the salaries and schedules hereinafter set forth.

SALARY SCHEDULE

Effective July 01, 2006

	Category			
<u>Years of Experience</u>	<u>Cat 4</u>	<u>Cat 5</u>	<u>Cat 5+</u>	<u>Cat 6M (Masters)</u>
0	38,966	41,795	44,880	45,964
1	40,882	44,253	47,631	48,710
2	42,797	46,710	50,382	51,456
3	44,713	49,168	53,133	54,201
4	46,628	51,626	55,884	56,947
5	48,543	54,083	58,643	59,693
6	50,459	56,541	61,385	62,439
7	52,374	58,998	64,136	65,184
8	54,290	61,456	66,887	67,930
9	56,205	63,913	69,638	70,676
10	58,121	66,371	72,389	73,422

## SALARY SCHEDULE

Effective July 01, 2007

Years of Experience	<u>Category</u>			
	Cat 4	Cat 5	Cat 5+	Cat 6M (Masters)
0	39,941	42,840	46,002	47,113
1	41,904	45,359	48,822	49,928
2	43,867	47,878	51,641	52,742
3	45,830	50,397	54,461	55,556
4	47,794	52,916	57,281	58,371
5	49,757	55,435	60,100	61,185
6	51,720	57,954	62,920	64,000
7	53,684	60,473	65,739	66,814
8	55,647	62,992	68,559	69,628
9	57,610	65,511	71,379	72,443
10	59,574	68,030	74,198	75,257

## SALARY SCHEDULE

Effective July 01, 2008

Years of Experience	<u>Category</u>			
	Cat 4	Cat 5	Cat 5+	Cat 6M (Masters)
0	40,939	43,911	47,152	48,291
1	42,951	46,493	50,042	51,176
2	44,964	49,075	52,932	54,061
3	46,976	51,657	55,823	56,945
4	48,989	54,239	58,713	59,830
5	51,001	56,821	61,603	62,715
6	53,013	59,403	64,493	65,600
7	55,026	61,985	67,383	68,484
8	57,038	64,567	70,273	71,369
9	59,051	67,149	73,163	74,254
10	62,590	71,474	77,955	79,067
Benefit From Harmonization: 2.5% General Wage Increase Only:	\$ 61,063	\$ 69,731	\$ 76,053	\$ 77,139
Harmonization:	\$ 62,590	\$ 71,474	\$ 77,955	\$ 79,067
Harmonization %:	2.50%	2.50%	2.50%	2.50%

## SALARY SCHEDULE

Effective July 01, 2009

Years of Experience	<u>Category</u>			
	Cat 4	Cat 5	Cat 5+	Cat 6M (Masters)
0	41,963	45,009	48,331	49,498
1	44,025	47,656	51,293	52,455
2	46,088	50,302	54,256	55,412
3	48,151	52,949	57,218	58,369
4	50,213	55,595	60,180	61,326
5	52,276	58,242	63,143	64,283
6	54,339	60,888	66,105	67,240
7	56,401	63,535	69,068	70,197
8	58,464	66,181	72,030	73,153
9	60,527	68,828	74,992	76,110
10	64,154	73,261	79,903	81,044

## SALARY SCHEDULE

Effective July 01, 2010

Years of Experience	<u>Category</u>			
	Cat 4	Cat 5	Cat 5+	Cat 6M (Masters)
0	42,802	45,909	49,298	50,488
1	44,906	48,609	52,319	53,504
2	47,010	51,308	55,341	56,520
3	49,114	54,008	58,362	59,536
4	51,218	56,707	61,384	62,552
5	53,322	59,406	64,406	65,568
6	55,425	62,106	67,427	68,584
7	57,529	64,805	70,449	71,600
8	59,633	67,505	73,470	74,617
9	61,737	70,204	76,492	77,633
10	65,437	74,726	81,502	82,665

## **ARTICLE B.22      EXPERIENCE RECOGNITION**

1. Ten (10) months of full time employment or its aggregate equivalent (or a minimum of eight (8) months or its aggregate equivalent in calculating the initial or final year of experience) shall constitute a year of experience for salary increment purposes.
2. Periods of full time teaching, part time teaching and on call teaching appointments (the latter as calculated in Article B.22.3) shall be added together on a pro-rata basis for accumulation of aggregate experience credit.
3. Teaching days on call shall accumulate for experience credit with nineteen (19) days equaling one (1) month of experience and one hundred and ninety (190) days equaling one (1) year of experience.
4. Increments shall be applied on the first of the month following the month in which a year of aggregate experience is earned.
5. Increments shall not be denied nor delayed due to a Board ordered closure of a work site, or cancellation of student attendance, or an Association authorized withdrawal of service.
6. Teaching and related experience shall be credited for service in:
  - a. publicly supported schools;
  - b. provincial and territorial schools and similar institutions;
  - c. Department of National Defense schools and other federally funded schools;
  - d. a school while on approved exchange;
  - e. continuing education courses in Adult Basic Education, English Language Training, or High School Completion;
  - f. other teaching or related experience where the Joint Salary Appeal Committee considers the experience to be similar to that of experience gained in a school mentioned above.
7. Experience credit shall be earned for:
  - a. secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation;
  - b. secondment to the Ministry of Education;
  - c. secondment to a recognized university or college;
  - d. secondment to the College of Teachers;

- e. service with Canadian Universities Service Overseas or the Canadian International Development Agency;
- f. absence while on paid leave of absence;
- g. absence while on Maternity, Adoption or Parental Leave;
- h. absence while on short term or long term educational leave, or general/personal leave or self-funded leave taken for professional advancement or educational upgrading;
- i. trade, technical or work experience pursuant to Article B.24 (Trade, Technical and Work Experience) of this Agreement;
- j. absence while on paid sick leave, extended medical leave, or Workers' Compensation Leave;
- k. short term leaves of absence for less than one (1) year, other than general personal leave (except as in Article B.22.7.h);
- l. any other leave of absence where employment or experience credit is granted under the Article governing the leave.

#### **ARTICLE B.23 CHANGES IN CERTIFICATION OR EXPERIENCE**

1. A change of salary as a result of improved certification, qualification, or experience shall become effective on the first of the month following the month in which the applicable qualification, certification, or experience was achieved.
2. The Board shall advise employees, in writing, of any documentation required to establish salary category and experience placement. It is the responsibility of the employee to provide documentation as soon as possible.
3. Where an application for a change in salary category or experience credit has been denied by the Board, the Board shall inform the employee, in writing, of the reasons for the denial and of their right to appeal such denial to the Joint Salary Appeal Committee.

#### **ARTICLE B.24 TRADE, TECHNICAL, AND WORK EXPERIENCE**

1. Trade, technical, or work experience in excess of:
  - a. 4 years if the employee is paid on the Category 4 scale;
  - b. 5 years if the employee is paid on the Category 5 scale;

- c. 6 years if the employee is paid on the Category 5+ or Category 6M (Masters) scale;

may be allowed by the Superintendent of Schools or designate, for employees of:

- d. Industrial Education, Commerce, Computer Science, or Vocational Industrial Specifics;
  - e. Music, Commercial Art, Drama, Library, Journalism, Home Economics, Cartography, Engineering, Social Work, or other school-related subject areas.
2. One (1) year of experience shall be allowed for each year of trade, technical, or work experience (including apprenticeship), providing such experience is, in the opinion of the Joint Salary Appeal Committee, closely related to the majority of the subjects taught or the work of the employee concerned.
  3. A year of trade, technical, or work experience is defined as any ten (10) consecutive months of full time employment in any twelve (12) month period, or any two (2) periods of full time employment, each period to be of five (5) months or more in duration, the two (2) periods to be in the same twelve (12) month period. The maximum to be allowed for the experience shall be five (5) years unless otherwise agreed by the President of the Association and the Superintendent of Schools or designate.
  4. An employee may appeal the decision made under this Article to the Joint Salary Appeal Committee.

## **ARTICLE B.25 PART TIME EMPLOYEES' PAY AND BENEFITS**

1. Part time employees shall be paid that portion of their regular scale placement that relates to their percentage appointment.
2. The amount of non-instructional time for the part time employee shall be as specified in Article D.20 (Hours of Work/Non-Instructional Time).
3. Part time employees shall be eligible to participate in all insurance, benefits, and pension plans which are available for full time employees.
4. Part time employees shall be eligible for sick leave provisions as specified in Article G.21 (Sick Leave).
5. Part time employees shall be considered to be on leave of absence for that portion relative to a full time assignment that they are not assigned, so that they may purchase pensionable service to provide for a full year of pension credit, subject to the provisions of the Teachers' Pension Plan or the Municipal Pension Plan. Upon the request of the employee, the Board shall provide a letter to the employee and the Plan Administrator, confirming the leave status.
6. a. Part time employees shall not be required to work more days than the product of their percentage appointment, times the number of the days in session of that school year.



- b. If their scheduled working days exceed the number calculated in Article B.25.6.a., the employee shall receive compensatory time or an extra day's pay, at the employee's discretion. If the employee chooses compensatory time, a teacher on call shall be provided by the Board.

## **ARTICLE B.26 SUMMER SCHOOL AND SUMMER WORK**

1. An employee employed to give instruction in summer school shall be paid six percent (6%) of the teacher's regular annual salary, or four percent (4%) of Category 6M maximum, whichever is greater, based upon a sixty (60) hour course or on a pro-rata basis for courses other than sixty (60) hours.
2. Employees hired to work on summer projects other than summer school shall be paid at the rate of 1/190 of the annual salary to which they would be entitled under Articles B.20 (Placement on Scale) and B.22 (Experience Recognition) for each day worked.
3. All terms and conditions of employment, as specified in this Agreement, shall apply to summer school employment, except the following:
  - a. Non-instructional time (D.20 Hours of Work/Non-Instructional Time);
  - b. E.20 (Posting and Filling of Vacant Positions);
  - c. All leave provisions (except that G.21 (Sick Leave) and G.28 (Discretionary Personal Leaves) shall apply);
  - d. C.2 (Seniority) and C.20 (Layoff, Recall and Severance Pay), except that seniority accumulation shall apply;
  - e. B.11 (Benefits);
  - f. C.21 (Employment Contracts).
4. The Board shall give consideration in filling positions in summer school to qualified applicants from the on call list who possess B.C. certification, commencing with those with the greatest seniority in the district.

## **ARTICLE B.27 ASSOCIATED PROFESSIONALS**

1. Associated professionals, as recognized in the Definitions section at the introduction of this Agreement, shall be paid in accordance with the Salary Schedules in Article B.21 (Salary Schedules).
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 specified in Article B.22 (Experience Recognition).
3. Documentary proof or written submissions regarding salary placement or a change in salary placement, shall be submitted to the Human Resources Department. Salary placement shall be effective from initial employment or the first of the month following the month in which improved certification, qualifications, or experience is achieved.

4. Placement may be appealed to the Joint Salary Appeal Committee.
5. All other terms and conditions of employment established in this Agreement shall apply to associated professionals.

## **ARTICLE B.28 POSITIONS OF SPECIAL RESPONSIBILITY**

### **1. Job Descriptions**

New or changed job descriptions for Positions of Special Responsibility shall be developed through consultation between the Board and the Association. These shall include, but not be limited to, the positions listed in Article B.28.7. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Association.

### **2. New Positions**

New Positions of Special Responsibility will be created only after consultation between the Association and the Board.

### **3. Elimination of District-Wide Positions**

Existing district-wide Positions of Special Responsibility shall not be eliminated or changed without consultation between the Board and the Association. Such consultation will be completed by May 10. Incumbents who may be affected will be notified by May 15.

### **4. School Educational Leadership Plans**

Out of the funds allocated by the Board annually, the school administration, in consultation with the NVTAs Staff Committee, shall annually consider the educational needs of the school and make recommendations to the Board for the designation(s) of the Positions of Special Responsibility as described in Article B.28.7 and/or to apportion release time for other designated leadership duties carried out on behalf of the staff.

### **5. Appointments to Positions of Special Responsibility**

Appointments to Positions of Special Responsibility shall follow the procedures of Article E.21 (Posting and Filling Positions of Special Responsibility). Positions of Special Responsibility shall be filled only by employees covered by this Agreement.

### **6. Educational Leadership Funds**

The Board and the Association acknowledge that there is an historical imbalance in the allocation of available Educational Leadership Funds among schools and it is agreed that the Board shall work towards a readjustment in this area. Elementary Educational Leadership Funds shall be at least fifty-three percent (53%) of the Secondary Educational Leadership Fund Allocation. Increases in overall Educational Leadership Funds currently provided shall be used to redress the imbalance between secondary and elementary allocations.

## 7. Allowances

Employees appointed to the following positions shall, during the term of the position, receive an annual allowance (in addition to salary according to the current scale) as follows:

	July1/06	July1/07	July 1/08	July 1/09	July 1/10
<b>a. Area Counsellor: Elementary, Secondary, or Special Programs:</b>					
0.8 FTE or more	\$6,298	\$6,455	\$6,616	\$6,781	\$6,917
less than 0.8 FTE	\$5,270	\$5,402	\$5,537	\$5,675	\$5,789
<b>b. Consultant:</b>					
0.8 FTE or more	\$4,925	\$5,048	\$5,174	\$5,303	\$5,409
less than 0.8 FTE	\$4,116	\$4,219	\$4,324	\$4,432	\$4,521
<b>c. Learning Resource Teacher:</b>					
0.8 FTE or more	\$6,298	\$6,455	\$6,616	\$6,781	\$6,917
less than 0.8 FTE	\$5,270	\$5,402	\$5,537	\$5,675	\$5,789
<b>d. Psychologist:</b>					
0.8 FTE or more	\$6,298	\$6,455	\$6,616	\$6,781	\$6,917
less than 0.8 FTE	\$5,270	\$5,402	\$5,537	\$5,675	\$5,789
<b>e. Subject or Area Department Heads (Elementary, Secondary and Continuing Education) and Coordinator of Counselling and Guidance:</b>					
Major	\$4,925	\$5,048	\$5,174	\$5,303	\$5,409
Minor	\$4,116	\$4,219	\$4,324	\$4,432	\$4,521
Designation to be determined from the recommendations adopted in Article B.28.4.					
<b>f. Teacher in Charge (TIC - including Lucas Centre day and evening, evening and Continuing Education satellite programs):</b>					
	\$523	\$536	\$549	\$563	\$574
<b>g. Coordinator (Athletics, Technology, International Baccalaureate):</b>					
	\$2,799	\$2,869	\$2,941	\$3,015	\$3,075
<b>h. District Coordinator of Athletics:</b>					
	\$4,116	\$4,219	\$4,324	\$4,432	\$4,521
<b>i. Helping Teacher:</b>					
	\$4,116	\$4,219	\$4,324	\$4,432	\$4,521
<b>j. District Department Head:</b>					
0.8 FTE or more	\$4,925	\$5,048	\$5,174	\$5,303	\$5,409
less than 0.8 FTE	\$4,116	\$4,219	\$4,324	\$4,432	\$4,521
<b>k. Summer School Coordinator:</b>					
	\$703	\$721	\$739	\$757	\$772
<b>l. Community School Coordinator:</b>					
0.8 FTE or more	\$5,873	\$6,020	\$6,171	\$6,325	\$6,452
less than 0.8 FTE	\$4,886	\$5,008	\$5,133	\$5,261	\$5,366

**ARTICLE B.29      TEACHER IN CHARGE**

- 1.    a.    In each school including Lucas Centre day and evening, evening and Continuing Education satellite programs, the Board shall appoint a teacher in charge from among the applicants for the position according to the procedures outlined in Article E.21 (Posting and Filling Positions of Special Responsibility) and in accordance with the position description and allowance outlined in Article B.28 (Positions of Special Responsibility).
- b.    Article B.29.5 will not apply to Lucas Centre evening, evening and Continuing Education satellite programs.
- 2.    In the event that all administrator(s) assigned to the school are absent from the school, the teacher in charge shall be requested to assume some of the duties of the administrator(s), as specified in the position description.
- 3.    The teacher in charge shall not be responsible for supervisory or evaluative duties with respect to other employees.
- 4.    While acting as teacher in charge, the employee is covered by all terms and conditions of this Agreement.
- 5.    When acting as teacher in charge for:
  - a.    one half day or more, the employee shall be provided with a teacher on call and shall be relieved of regular duties. If a teacher on call is not available, compensatory time shall be provided;
  - b.    absences of less than one half day, compensatory time equal to the duration of the assignment shall be provided.

**ARTICLE B.30      FIRST AID**

- 1.    The Board shall pay the full cost of the approved courses to be taken by any employee who is required by the Board to hold an Occupational First Aid Certificate and who is acting as a First Aid Attendant in a school, as required under the Workers' Compensation Act Regulations. The Board shall reimburse the applicable course fees for the renewal of the certificate subject to successful completion of the course.
- 2.    The following allowance shall be made to employees who are required by the Board to be designated holders of Occupational First Aid Certificates:

Annual Allowance:	<b>July1/06</b>	<b>July1/07</b>	<b>July 1/08</b>	<b>July 1/09</b>	<b>July 1/10</b>
Level I	\$339	\$347	\$356	\$365	\$372
Level II	\$678	\$695	\$712	\$730	\$745

### **ARTICLE B.31 PART MONTH PAYMENT AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the employee.
2. An employee shall be paid 1/10 of current annual salary in respect of each month in which the employee works all prescribed school days in that month.
3. For purposes of Article B.31.2, any prescribed day on which the employee is on authorized leave of absence or sick leave shall be deemed to be a day of work and deductions (if any) which are authorized by this Agreement (or statutes) in respect of such leave of absence shall be made from the monthly payment required in that article.
4. In the event that an employee commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment shall be the full regular monthly salary, less 1/20 of the salary for each day not taught. In the event that this formula results in a product equal to zero, the employee shall be paid 1/20 of the full regular monthly salary for each day taught.

### **ARTICLE B.32 CUTS IN SALARY**

1. No employee covered by this Agreement shall suffer a reduction in salary as a result of implementation of this Agreement.
2. Salary is understood to mean basic pay, based on qualifications and experience, which is usually expressed as certification, and is determined by the employee's placement on the grid, in Article B.21 (Salary Schedules). Allowances are not included in the term "salary."

### **ARTICLE B.33 RETROACTIVE PAY**

Retroactive salary and allowances shall be paid within four (4) weeks of ratification of this Agreement by both parties.

### **ARTICLE B.34 LETTERS OF PERMISSION**

1. The Board shall inform the Association, in writing, of its intention to apply for a Letter of Permission prior to the application being made.
2. The Board shall provide the Association with the following information pertaining to the application:
  - a. the appropriate job description and a copy of the vacancy posting;
  - b. the names and qualifications of all applicants for the posting; and
  - c. the Board's covering application to the College of Teachers.

## **ARTICLE B.35 COLLEGE OF TEACHERS' DUES DEDUCTION**

1. The Board agrees to deduct annually from the salary of all employees covered by this Agreement and required by relevant legislation to be members of the College of Teachers, an amount equal to the annual membership fee of the College of Teachers, and shall remit the same to the College. Such deduction shall normally be made from a month-end salary payment prior to the time that the fees are due.
2. Notwithstanding the preceding, the Board has no financial responsibility for the College of Teachers' fee of an employee, unless the Board owes the employee sufficient unpaid wages to pay the fee assigned by the College.
3. Where an employee can furnish proof of independent payment of the College fee for the current year, the deduction shall be waived or, if applicable, refunded to the employee by the Board.

## **ARTICLE B.36 PENSION PLAN**

1. The Board shall advise all employees, including teachers on call and teachers who are engaged in a less than half time (0.5 fte) capacity, that it is a condition of employment to contribute to the Teachers' Pension Plan (or Municipal Pension Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Plan Administrator.
2. Subject to the rules and regulations of the Plan Administrator, the Board shall remit to the Plan Administrator, the employer's share of contributions to the above pension plans for all employees:
  - a. currently working in the bargaining unit;
  - b. on paid leave of absence;
  - c. on any leave of absence where pension is covered in the article governing the leave;
  - d. on exchange;
  - e. seconded to the Department of National Defence;
  - f. seconded to a university or college;
  - g. seconded to the College of Teachers;
  - h. on Self-Funded Leave;
  - i. on Association Officers' Leave.

## **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 B.C.
  - 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. **PCA Article C.2.3 does not apply in School District 44 (North Vancouver). See Article C.2.7 below.**
4. **PCA Article C.2.4 does not apply in School District 44 (North Vancouver). See Article C.2.7 below.**
5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

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

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

## **Local Provisions**

### **7. Definition of Seniority**

- a. In this Agreement, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment, teaching on call (effective July 1, 1988), and part time teaching.
  - i. For the purposes of calculating length of service, part time teaching shall be credited fully as if it were full time service.
  - ii. Seniority for teachers on call will be calculated on the basis of one (1) day for each day worked and one half day (0.5) for each one half (0.5) day worked.
  - iii. Effective July 1, 1988, for teachers on call, one hundred and ninety (190) days shall equal one (1) year of seniority. Pursuant to Article C.2.3.b.iii and effective April 1, 2006, for teachers on call, one hundred and eighty-nine (189) days shall equal one (1) year of seniority.
- b. In addition to the provisions of Article C.2.7.a, the seniority for an employee on a continuing contract shall include seniority ported in accordance with Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two (2) or more employees is equal, pursuant to Articles C.2.7.a and C.2.7.b, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more employees is equal, pursuant to Article C.2.7.c, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more employees is equal pursuant to Article C.2.7.d, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.



- f. For the purposes of this Article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except:
- i. maternity/adoption leave;
  - ii. educational leave with pay;
  - iii. WCB leave;
  - iv. leave for duties with the Association or the British Columbia Teachers' Federation, the Canadian Teachers' Federation, or College of Teachers;
  - v. leave or secondment to the Ministry of Education, a Faculty of Education or a recognized teacher exchange program;
  - vi. long-term sick leave with pay, or extended medical leave;
  - vii. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas, or the Canadian International Development Agency;
  - viii. leave for elected office at the municipal, provincial or federal level;
  - ix. leave for college or university teaching;
  - x. paid leave of absence;
  - xi. absence while on short or long term educational leave, or general/personal leave or self-funded leave taken for professional advancement or educational upgrading;
  - xii. any other leave of absence where employment or experience credit is granted under the article governing the leave;
  - xiii. compassionate care leave (Article G.2 Compassionate Care Leave).
- g. For the purpose of this Article, continuity of service shall be deemed not to have been broken by resignation for the purposes of maternity followed by reengagement or by layoff and reengagement within a period of three (3) years pursuant to this Article.

## **ARTICLE C.20 LAYOFF, RECALL, SEVERANCE PAY**

### **1. Principle of Security**

The Board and the Association agree that increased length of service in the employment of the Board entitles all employees covered by this Agreement to commensurate increase in security of employment.

**2. Definition of Qualifications**

For the purposes of Article C.20, qualifications in respect of a position shall mean a reasonable expectation that the employee will be able to perform the duties of a specific position based upon that employee's education, certification, training, experience, and willingness to complete retraining.

**3. Layoff**

- a. When, for bona fide educational or budgeting reasons, the Board determines that it is necessary to reduce the total number of employees employed on a continuing contract by the Board, the employees to be retained on the staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications, including any retraining assistance provided under Article C.26 (Retraining), for the positions available.
- b. The Board shall give each employee it intends to layoff, pursuant to Article C.20, forty (40) calendar days' notice, in writing, which shall contain the reason for the layoff. Information on positions held by less senior employees will be available to employees in receipt of layoff notices and to the Association.

**4. Employee's Right of Recall**

- a. When a position on the staff of the district becomes available, the Board shall, notwithstanding any other provision except for Article C.20.4.d, first offer recall to the employee who has held a continuing contract at the time of layoff and who has the most seniority among those laid off pursuant to Article C.20.3, provided that the employee possesses the necessary qualifications for the position, including any retraining assistance provided under Article C.26 (Retraining). If that employee declines the offer, the position shall be offered to the employee with the next greatest seniority and the necessary qualifications for the position, including any retraining assistance provided under Article C.26 (Retraining). The process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining employees who have been laid off pursuant to Article C.20.3.
- b. An employee who is offered reengagement, pursuant to Article C.20.4.a, shall inform the Board whether or not the offer is accepted within five (5) working days of the receipt of such offer.
- c. The Board shall allow ten (10) days from an acceptance of an offer under Article C.20.4.b for the employee to commence duties, provided that, where the employee is required to give a longer period of notice to another employer, such longer period, not exceeding one (1) month, shall be allowed.

- d. An employee's right to recall under this Article is lost if:
  - i. the employee elects to receive severance pay under Article C.20.8;
  - ii. the employee refuses to accept two (2) continuing positions (other than Outdoor School) of equal or greater percentage of time compared to the employee's original appointment for which the employee possesses the necessary qualifications, including any required retraining assistance provided under Article C.26 (Retraining);
  - iii. three (3) years elapse from the date of layoff and the employee has not been reengaged;
  - iv. the employee notifies the Board that the employee is no longer available;
  - v. the employee fails to respond to an offer of reengagement within twenty (20) days of the date the notice is mailed by double registered letter to the last address provided by the employee; or
  - vi. the employee is convicted of a criminal offence under the Criminal Code of Canada, which is contrary to a bona fide occupational requirement.
- e. Article C.20.4.d.ii does not apply if, at the time of such offers, the employee would be entitled to maternity leave or is attending university.
- f. Upon reengagement, an employee shall be entitled to a continuing appointment to the staff of the district.

**5. Seniority/Recall List**

- a. The Board shall, by October 15 of each year, forward to the Association a list of all employees, in order of seniority calculated according to Article C.2 (Seniority), setting out the length of seniority as at September 1 of that year.
- b. The Board shall maintain a recall list. Copies of that list shall be sent to each person on that list and the Association at least once during the fall and once during the spring term each year.

**6. Sick Leave**

An employee recalled pursuant to Article C.20 shall be entitled to all sick leave credit accumulated at the date of layoff.

**7. Benefits**

An employee who retains rights of recall, pursuant to Article C.20.4, shall be entitled to maintain participation in all benefits provided in this Agreement. Should the employee elect to participate, the Board shall continue to pay its share of the benefit premiums (not including pension) during the first month of teaching following the effective date of layoff. For all subsequent months, payment of the full cost of such benefit premiums shall be made to the Board by the employee. The Board shall resume payment of its full share of benefit premiums and pension when and if the employee is recalled.

**8. Severance Pay**

- a. An employee on continuing appointment who has one (1) or more years of continuous employment and who has received notice of layoff may elect to receive severance pay at any time before the employee's right to reengagement is lost, pursuant to Article C.20.4.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each year of service, to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the employee's salary at the time of layoff.
- c. The employee may choose to receive severance pay:
  - i. in one (1) lump sum within thirty (30) days of layoff; or
  - ii. in monthly installments of ten percent (10%) of the total amount payable, commencing at the next regular employee pay period; or
  - iii. at any time before the right to recall is lost.
- d. An employee who receives severance pay pursuant to Article C.20 and who, notwithstanding Article C.20.4, is subsequently rehired by the Board, shall retain any severance pay received and, in such case, for purposes only of Article C.20.8.b, the calculation of years of service shall commence with the date of such rehiring.

**9. Application of Aggregate Seniority**

Employees who have left the bargaining unit, including precertification members, shall, upon their return to the bargaining unit, retain all accumulated seniority.

## **ARTICLE C.21      EMPLOYMENT CONTRACTS**

1. The Board shall employ all employees on a continuing contract of employment, on a part time or a full time assignment, except for:
  - a. temporary appointments for less than one (1) year;
  - b. temporary appointments for one (1) year, under the conditions of Article C.21.2.b;
  - c. teacher on call appointments on a day-to-day basis.
  
2.
  - a. A temporary appointment is defined as a contract which is in force for less than one (1) school year in duration, and which begins and ends in the same school year, with the exception of a temporary appointment made under the provisions of Article C.21.2.b.
  - b. A temporary appointment may be made for one (1) school year to a position requiring unique qualifications and where the employee possesses only those unique qualifications and is not qualified for another position in the district.
  - c. Employees who are on temporary appointments and who have accumulated one (1.0) year aggregate seniority in the district in the past four (4) years, inclusive of seniority earned through teaching on call, temporary contracts, and/or continuing contracts, shall be converted to a continuing contract. For this purpose only, one (1.0) year of aggregate seniority is regarded as 190 days or ten (10) months.
  - d. A temporary teacher shall be eligible for all benefits and provisions of this Agreement, save and except for:
    - i. the Layoff, Severance, and Recall provisions of Article C.2 (Seniority) and Article C.20 (Layoff, Recall, Severance Pay); however, seniority clauses shall apply;
    - ii. long term leaves of one (1) year or more except that eligibility for Article A. 28 (Association Officers' Leave) shall apply;
    - iii. transfer provisions; and
    - iv. articles which specifically exempt temporary teachers.
  
3. Teacher On Call Conversion to Contract

A teacher on call who has been employed for forty (40) continuous full time or part time days in the same assignment shall receive a temporary appointment or a continuing contract pursuant to Article C.21.2.c effective on day forty-one (41).

**ARTICLE C.22      DISMISSAL AND DISCIPLINE FOR MISCONDUCT: JUST AND REASONABLE CAUSE: DUE PROCESS**

1. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact and of the particulars of any allegations immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and, in any event, shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
3. The Board shall not discipline (other than a suspension to which Section 15(5) of the *School Act* reasonably applies) or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, unless the Association waives the right to such meeting, in respect of which:
  - a. the employee and the Association shall be given seventy-two (72) hours notice;
  - b. at the same time such notice is given, the employee and the Association shall be given a full and complete statement, in writing, of the grounds for the contemplated action and all documents that will be considered at the meeting;
  - c. the Association, on behalf of the employee, may file a written reply to the allegations prior to the meeting;
  - d. at such a meeting the employee shall be accompanied by representative(s) and/or advocate(s) appointed by the Association, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board;
  - e. the decision of the Board shall be rendered and communicated within ten (10) school days, in writing, to the employee and the Association and shall contain a full and complete statement of the grounds for the decision.
4. Where a suspension of an employee is contemplated under Section 15(4) or 15(5) of the *School Act*, the Board shall notify the Association immediately and a meeting shall be held with the Superintendent and a representative of the Association before any action is taken.
5. Where an employee is suspended under Section 15(4) or 15(5) of the *School Act*, the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with Article C.22.3, unless the right to such meeting is waived by the Association.

6. a. Where an employee has been suspended under Section 15(4) of the *School Act*, payment of salary and benefits may be continued, at the discretion of the Board, until the charge has been upheld by a court or an arbitration board has ruled on the suspension.
- b. Where an employee has been suspended under Section 15(5) of the *School Act*, the suspension shall be with full pay and benefits until a Board hearing has been held in accordance with Section 15(7) of the *School Act*.
7. Where an employee is suspended under Section 15(4) of the *School Act*, and is subsequently not convicted of the charge, the suspension shall be rescinded and the employee shall be returned to the same or a comparable assignment, with full retroactive pay and benefits.
8. The Board and the Association shall not independently release to the media or the public information in respect of the suspension or dismissal of a teacher except when the reasons for the suspension or dismissal of the teacher have 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 court, the Board and the Association shall confer and reach agreement before any press release or public statement is made.
9. Where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration as provided for in Article A.6 (Grievance Procedure).
10. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.28 (Personnel Records) may be presented.
11. Conduct of an employee in non-school hours, off school premises, and which is not in connection with the employment duties of the employee shall not be grounds for any form of discipline, unless such conduct directly, substantially, and prejudicially impairs the employee's ability to perform assigned duties in a satisfactory manner.

## **ARTICLE C.23      DISMISSAL BASED ON PERFORMANCE**

1. The Board shall not dismiss an employee on the basis of less than satisfactory performance of teaching duties except where the Board has received at least three (3) consecutive reports pursuant to Article E.25 (Evaluation of Employees) indicating that the learning situation in the class or classes of the employee is less than satisfactory.

2. The reports referred to in Article C.23.1 shall have been prepared in accordance with the process established in Article E.25 (Evaluation of Employees) of this Agreement, and in accordance with the following conditions:
  - a. the reports shall have been issued in a period of not less than twelve (12), nor more than twenty-four (24) months, such period not to include the time during which the employee is participating in an agreed upon plan of assistance pursuant to Article E.25 (Evaluation of Employees), or the leave granted in Article C.23.3.b;
  - b. at least one (1) of the reports shall be a report of the Superintendent of Schools or an Assistant Superintendent of Schools;
  - c. the other two (2) reports shall include only reports of:
    - i. a Superintendent of Schools or an Assistant Superintendent of Schools;
    - ii. a Director of Instruction; or
    - iii. the Principal of a school to which the employee is assigned;
  - d. the reports shall be written by three (3) different evaluators; and
  - e. the reports shall be written independently of each other, shall be based solely on the evaluator's own observations, and the report writers shall not collaborate with regard to the results.
3. Where an employee receives a first or second less than satisfactory report, as per Article C.23.2 the employee may:
  - a. request a transfer, in which case the Board shall make all reasonable efforts to arrange the transfer of the employee to a mutually agreeable assignment or school; or
  - b. request, and be granted, an unpaid leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than forty (40) school days nor more than one hundred and twenty (120) school days after the employee has returned to duties.
4. Where an employee has received two (2) less than satisfactory reports, the evaluator who will conduct the third evaluation shall be selected by seeking mutual agreement between the Board and the Association. In the event that there is no agreement on selection of an evaluator within twenty (20) school days, the Superintendent shall appoint the evaluator.
5. Where the Board intends to dismiss an employee on grounds of less than satisfactory performance of duties, it shall, no later than two (2) calendar months prior to the end of a school term, notify the employee and the Association of such intention and provide an opportunity for the employee and representative(s) of the Association to meet with the Superintendent and the Board within fourteen (14) days of such notice.



6. Where, subsequent to such meeting, the Board decides to dismiss an employee pursuant to Article C.23, 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 EMPLOYEES' EMPLOYMENT RIGHTS**

1. An employee with a continuing full time appointment to the staff of the district may, without prejudice to that appointment, request a part time assignment, specifying the fraction of time requested, and the length of time for which the part time assignment is requested. The Board shall make every reasonable attempt to grant the request.
2. When the request under Article C.24.1 is granted by the Board, the employee shall be entitled to return to a similar full time assignment at the expiration of the period of time for which the Board has made the part time assignment. The employee may return to a full time assignment at an earlier date or may extend the period and/or the percentage of part time employment by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
3. An employee with a continuing contract on a part time assignment may request, before May 15, a full time assignment, and the Board shall grant the request for the subsequent school year or after the expiration of the part time assignment in Article C.24.1.
4. Two (2) full time employees of the Board may jointly request, before May 15, a specified job sharing assignment in respect of a single full time position for the subsequent school year. The request shall not be denied. All provisions of this Agreement regarding part time employees shall be in effect. This provision will apply for the term of this Collective Agreement.
5. When the request under Article C.24.1 is granted by the Board, the employee shall be on leave of absence status in respect of the balance of the full time appointment, pursuant to Article B.25.5 (Part Time Employees' Pay and Benefits) and shall be entitled to return to a similar full time assignment at the expiration of the period of time for which the Board has made the part time assignment.

## **ARTICLE C.25 TEACHER ON CALL HIRING PRACTICES**

1. **Teacher on Call List**
  - a. The Board shall maintain a list of persons who are qualified and who have been placed on the list of teachers on call for the school year. The Board shall forward a copy of such a list to the Association on or before September 30 and January 31 of each year.
  - b. The Board shall not remove a person from the list of teachers on call save for just and reasonable cause, or save for the lack of availability for three (3) months.

## 2. **Teacher on Call Hiring**

- a. The Board shall employ teachers on call who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
- b. The Board shall first offer on call assignments to the persons on the list with the necessary qualifications for the assignment.
- c. The teacher on call initially assigned to a class where the teacher is absent on an "until further notice" basis shall be permitted to continue in the assignment until the absent teacher returns, unless specialist skills are necessary due to the nature of the assignment.
- d. See Article B.26.4 (Summer School and Summer Work).

## **ARTICLE C.26 RETRAINING**

1. The Board agrees to offer retraining assistance to an employee who is subject to:
  - a. layoff under Article C.2 (Seniority) and Article C.20 (Layoff, Recall, Severance Pay) in this Agreement; or
  - b. reassignment to a position for which the employee does not have the necessary qualifications and experience.
2. The Board shall consult with the employee regarding the nature and the extent of the retraining assistance to be provided.
3. Such retraining assistance may include but shall not be limited to:
  - a. leave of absence, with or without pay;
  - b. tuition fees;
  - c. classroom visitations and on-the-job visitations.
4. In addition to the assistance provided in Article C.26.3, all employees subject to layoff under Article C.2 (Seniority) and Article C.20 (Layoff, Recall, Severance Pay) shall be eligible to participate in district in-service and shall also have free access to North Vancouver Continuing Education courses, providing the course has sufficient enrolment to operate.
5. The Board has the discretion to determine what constitutes retraining and the scope of its financial commitment to this process.

## **SECTION D      WORKING CONDITIONS**

**Article D.1    Removed by Legislation / Intentionally Left Blank**

**Article D.2    Removed by Legislation / Intentionally Left Blank**

**Article D.2.5 Removed by Legislation / Intentionally Left Blank**

**Article D.3    Removed by Legislation / Intentionally Left Blank**

**Article D.4    Removed by Legislation / Intentionally Left Blank**

**Please see Article D.21 (Mainstreaming and Integration) for Local Provisions**

### **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 through D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4.      If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.
5.      The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6.      In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.

7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - i. within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - ii. within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii. within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. the hearing shall commence within a further ten (10) working days; and
  - v. the arbitrator shall render a final and binding decision within a further fifteen (15) working days.
  
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

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

**PCA Article D.4 does not apply in School District No. 44 (North Vancouver). See Article D.20 (Hours of Work/Non-Instructional Time).**

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

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.

5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. the hearing shall commence within a further ten (10) working days; and
    - v. the arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of this Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

## **ARTICLE D.20 HOURS OF WORK/NON-INSTRUCTIONAL TIME**

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.
  - a. Employees on full time itinerant assignments (working in two or more schools on any day) shall be assigned not more than 980 minutes per week instructional time. A part time itinerant employee's instructional time shall be pro-rated from 980 minutes per week. This provision shall not apply to Continuing Education employees.
  - b. Instructional time shall include one (1) hour of travel time for each time an employee with a continuing education assignment must travel between schools or Continuing Education job sites.
3.
  - a. For kindergarten teachers, instructional time shall be twenty-four (24) hours per week for full time teachers and twelve (12) hours for half time teachers. Instructional time is defined in Article D.20.4, and shall also include time to prepare students for departure for home.
  - b. The noon intermission for kindergarten teachers may be scheduled by the teacher at a time which does not coincide with the regularly scheduled noon intermission for the other teachers in the school.

4. Instructional time shall be defined as scheduled time spent instructing students plus:
  - a. homeroom,
  - b. between period change time,
  - c. recess in the elementary schools,
  - d. non-instructional time.
5. No duties shall be assigned to employees while they are on their non-instructional time.
6. Non-instructional time shall be scheduled as follows:
  - a. a minimum of twelve and one-half percent (12.5%) of the total time assigned to the blocks in a complete cycle of a secondary school's timetable shall be provided for non-instructional time;
  - b. each full time elementary teacher shall be provided with a minimum of one hundred (100) minutes per week of non-instructional time;
  - c. non-instructional time for full time elementary teachers shall be scheduled in blocks of not less than thirty (30) consecutive minutes;
  - d. part time employees' non-instructional time shall be pro-rated. In no case will a part time employee receive less than thirty (30) minutes of non-instructional time per week;
  - e. part time secondary employees' non-instructional time shall be pro-rated from that provided in the secondary school in which they are assigned. Where timetabling does not permit scheduled non-instructional time for a part-time or single semester employee, the employee shall be paid for a commensurate increased point assignment in lieu of scheduled non-instructional time;
  - f. non-instructional time shall be exclusive of recess and lunch periods.
7. It will not be a violation of this Agreement if non-instructional 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, or non-instructional days. Non-instructional time lost due to early dismissal shall be repaid at a time agreeable to affected employee(s).

#### **ARTICLE D.21      MAINSTREAMING/INTEGRATION (Partially Deleted)**

1. After regular class hours, provision for the supervision of integrated students shall be the responsibility of the Board and/or the school administrator(s).
2. Clear administrative procedures shall be established for fire and earthquake drills that expedite the care of children with special needs.

**ARTICLE D.22      REGULAR WORK YEAR FOR EMPLOYEES**

1. The working year for full time employees shall not exceed 195 days in session. Part time work shall be pro-rated.
2. Employee attendance at any required activity outside of the regular work year shall be voluntary, and at the employee's discretion:
  - a. paid at the rate of 1/195 of the annual salary per day, or
  - b. subject to compensatory time off. The scheduling of compensatory time shall be determined by the employee after consultation with the school administrator.
3. The working year for employees shall include:
  - a. five (5) non-instructional days for professional development;
  - b. one (1) Curriculum Implementation Day according to the School Calendar Regulation;
  - c. an opening day for the school on which the day is shortened for all students in the school, and on which the Board may provide different dismissal times for different students of the school;
  - d. one (1) year-end administrative day. This day shall be a non-attendance day for students;
  - e. four (4) days which are shortened by one (1) hour for the purpose of parent-teacher interviews or student assessment;
  - f. for kindergarten teachers who enroll two (2) divisions, additional parent-teacher conference days or student assessment days shall be provided when the total enrolment in the two (2) divisions is as follows:

30-33 students	0.5 additional days
34-37 students	1.0 additional days
38-41 students	1.5 additional days
42+ students	2.0 additional days

These days shall be scheduled by the teacher after consultation with the school administrator.
4. Teachers of kindergarten students shall be provided five (5) consecutive days after the opening day for a phased-in start to kindergarten. The teacher may use these days for gradual entrance and/or home visits during the school day.
5. Days in session shall be scheduled according to the Ministry of Education's Standard School Calendar (provided at back cover).

6. No employee shall suffer loss of pay in the event of a Board ordered closure of a work site or a Board ordered cancellation of student attendance. When safety is not a factor, the Board may require employees to report to work.

## **ARTICLE D.23 DURATION OF THE SCHOOL DAY**

1. In an elementary school the duration of the school day shall not exceed six (6) hours, including:
  - a. instructional time not to exceed five (5) hours, including fifteen (15) minutes of recess; and
  - b. a regularly scheduled noon intermission of one (1) hour.
2. In a secondary school the duration of the school day shall not exceed six (6) hours and thirty (30) minutes, including:
  - a. instructional time not to exceed five (5) hours and thirty (30) minutes, including homeroom and time for students to change classrooms; and
  - b. a regularly scheduled noon intermission of one (1) hour.
3. With the agreement of the NVTA Staff Committee, conditions described in Article D.23.1 and D.23.2 may be altered.
4. As far as possible, part time assignments in secondary schools shall be scheduled in consecutive teaching blocks.
5. As far as possible, Continuing Education assignments shall be scheduled in consecutive teaching blocks.
6. In Continuing Education, the workday, as defined in Article D.23.2, may be split with the agreement of the employee and the NVTA Staff Committee.

## **ARTICLE D.24 ASSIGNED DUTIES (NOON HOUR)**

1. No employee shall be required to perform any duties during the school's regularly scheduled noon intermission. An employee may request a teaching assignment during the school's regularly scheduled lunch period. In such cases an alternative duty free lunch period will be provided.
2. In the event of an emergency involving the safety of pupils, the provisions of Article D.24.1 do not preclude a school administrator from temporarily assigning pupil supervision duties as may be necessary.



## **ARTICLE D.25      ASSIGNED DUTIES (OTHER)**

No employee shall be required to perform any duties outside her/his normal instructional assignment.

## **ARTICLE D.26      STAFF MEETINGS CALLED BY ADMINISTRATORS**

Regular staff meetings called by the school administration, outside of exceptional circumstances, shall:

1. be accompanied by an agenda of the items to be considered and circulated at least five (5) days in advance of the meeting;
2. provide an opportunity for all participants to place items for consideration on the agenda;
3. be recorded by way of written minutes which shall be distributed to each staff member;
4. not be held outside of one (1) hour prior to the commencement of, and two (2) hours after the end of, the instructional day;
5. not be held during the recess or noon intermission; and
6. normally be limited to one (1) meeting per month.

## **ARTICLE D.27      EXTRACURRICULAR/VOLUNTARY ACTIVITIES**

1. In this Agreement, extracurricular activities include all those that are beyond the provincially prescribed and locally determined educational programs.
2. The Board and the Association recognize and support the concept that extracurricular activities are an integral part of each student's educational experience.
3. Such activities are assumed on a voluntary basis.
4. Voluntary activities shall not form any part of the position description, job posting, hiring decision, assignment, or evaluation of an employee.
5. For the purpose of insurance and liability, employees, while involved in extracurricular activities, shall be considered to be acting in the employ of the Board.

## **ARTICLE D.28      TECHNOLOGICAL CHANGE**

### **1.      Definition**

For the purpose of this Agreement, the term "technological change" shall be understood to mean changes introduced by the Board in the manner in which it carries out educational operations and services, where such change or changes significantly affect the terms and conditions or security of employment of members of the Association covered by this Agreement, or alters significantly the basis on which the Agreement was negotiated.

### **2.      Notice**

When it is determined that a technological change is to be introduced, the Board shall so notify the Association in writing. Such notice shall be given as far as possible in advance of, and at least ninety (90) days before, the term in which the introduction of the technological change is intended.

### **3.      Data to be Provided**

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

- a.      the nature of the change;
- b.      the date on which the Board proposes to effect the change;
- c.      the appropriate number, type and location of Association members likely to be affected by the change;
- d.      the effects the change may be expected to have on Association members' working conditions, including health and safety and terms of employment; and
- e.      other pertinent data relating to the anticipated effects on Association members.

### **4.      Retraining**

Retraining assistance shall be provided to an employee whose working conditions have been adversely affected by technological change, pursuant to Article C.26 (Retraining).

### **5.      Negotiations**

When the Board has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Board and the Association to protect the Association members from any adverse effects. If agreement is not reached, the matter may be referred, by either party, to an arbitration board.

## **ARTICLE D.29      TEACHER ON CALL AVAILABILITY AND WORKING CONDITIONS**

1. When, for any reason, an employee is absent, the Board shall employ a teacher on call to replace that employee.
2. The teacher on call shall be required to assume only the duties of the employee the teacher on call is replacing.
3. Employees, except teachers on call and those employees whose assignment is that of permanent teacher on call, shall not be required:
  - a. to perform the duties of an employee who is absent; or
  - b. to supervise the students of an employee who is absent, except in emergency situations.
4. Exceptions to Article D.29.1 and D.29.3 are as follows:
  - a. where no teacher on call is available for work;
  - b. where the absence is a short-term absence of up to five (5) school days, of an area counsellor without instructional duties or a district specialist without instructional duties, and where a teacher on call would not be able to carry out the replacement assignment due to the sensitive nature of the area counsellor's or district specialist's work, and the area counsellor or district specialist agrees to not being replaced;
  - c. where the absence is that of a secondary school counsellor, and another school employee agrees to replace the absent counsellor, in which case that employee shall be replaced by a teacher on call, if the counsellor agrees to the arrangement. Otherwise, a teacher on call shall be provided for the absent counsellor.
5. In special circumstances, if a teacher on call is informed at the time of call out and agrees to the assignment, the teacher on call may replace more than one employee on a rotational basis, provided the total assignment for the day fulfils the conditions of Article D.20 (Hours of Work/Non-Instructional Time).
6. If, under Article D.29.4, an employee is required to cover for an absent employee, any and all lost non-instructional time shall be repaid to that employee at a time mutually agreeable to the employee and the school administration.

## **ARTICLE D.30      HEALTH AND SAFETY CONDITIONS**

1. Classes shall be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective teaching and learning.

2. The following health standards shall be maintained in North Vancouver schools:
  - a. insofar as possible, temperature must be maintained above 18 degrees Celsius and below 24 degrees Celsius;
  - b. there must be an uninterrupted supply of water for drinking and washing;
  - c. washrooms must be functional and sanitary;
  - d. waste must not accumulate in such a way as to cause unsanitary conditions;
  - e. all classrooms, halls and exits must have adequate lighting;
  - f. rooms designated as lunchrooms and/or cafeterias must be in a sanitary condition;
  - g. dust levels must be at a level where there is not discomfort for pupils or staff;
  - h. combustible materials shall not be kept in hallways, stairs, walls, or furnace room, nor can fire exits be blocked in any way;
  - i. specific problems which endanger the health and safety of individual employees or pupils must be eliminated;
  - j. adequate supplies of soap, towelling and tissue must be maintained; and
  - k. an adequate accessible supply of disposable gloves and disinfectant shall be provided in each school for employees required to deal with pupils' blood or other bodily fluids.
  
3. Pupil medication procedures in North Vancouver schools shall be as follows:
  - a. employees have a duty to render assistance in an emergency;
  - b. employees shall not be called on to administer medication on a regular or predictable basis;
  - c. the Board shall establish policies (see policy #303) that require schools to establish systems for administering medication after consultation with parents, family physicians, the public health nurse and the medical health officer;
  - d. the administration of medication shall be the responsibility of appropriate health personnel except for those mature pupils capable of, and trained in, self-administration; and

- e. if isolation or other exceptional circumstances prevent the foregoing policy from being applicable and employees are requested to administer medication, the following conditions constitute prerequisites:
  - i. employees are not required to transgress any legislation;
  - ii. employees volunteer to provide the service;
  - iii. employees receive training appropriate to the required duties; and
  - iv. payment of any service rendered by employees in administering medication is negotiated between the Board and the Association.
- 4. Where maintenance work to schools must be completed during the school day, affected teachers shall be consulted and given adequate notice.
- 5. The Board shall ensure that each work site has a copy of the Occupational Health and Safety Regulation of the *Workers' Compensation Act*.
- 6. Where an employee has reasonable cause to believe a work process is unsafe they shall have the right to refuse to carry out that process pursuant to Sections 3.12 and 3.13 of the Workers' Compensation Board Health and Safety Regulation. The same procedure will apply where an employee has reasonable cause to believe that the immediate teaching environment poses an imminent danger to the students or the employee, in which case the employee has the right to remove the students from the situation.

### **ARTICLE D.31 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- 1. It is agreed that the Board shall establish an Occupational Health and Safety Committee in accordance with the *Workers' Compensation Act*. The Committee shall be composed of not fewer than nine (9) members, chosen by and representing equally, the Association, CUPE, and the Board.
- 2. The function of the Committee shall be to assist in creating a safe place of work. In addition:
  - a. the Committee shall recommend actions to the Superintendent which will improve the effectiveness of the Occupational Health and Safety Program;
  - b. the Committee shall also make recommendations to the Superintendent with respect to the health services provisions, as specified in the *School Act*, as they affect employees; and
  - c. the operation of the Health and Safety Committee shall be governed by the procedures of Sections 125-140 of the *Workers' Compensation Act*.

## **ARTICLE D.32      HAZARDOUS MATERIALS AND WORKPLACE INVENTORIES**

1. The Board shall provide staff, time and resources to ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented in all school sites and workplaces in the district.
2. The Board shall conduct orientation sessions for new employees and follow-up meetings, as needed, to maintain the educational features of the WHMIS program. Release time shall be provided by the Board for the WHMIS orientation and training.
3. Non-instructional days shall not be used for WHMIS orientation or training purposes.
4. Release time shall be provided for an employee who is required to complete workplace safety inventories and other health and safety documents.

## **ARTICLE D.33      SPACE AND FACILITIES**

1. The Board and the Association recognize the need to provide space sufficiently flexible to allow the staff choices in the organization of classes and groupings, and in the application of effective instructional techniques. Therefore, the Association shall be adequately represented on all district committees established to improve existent facilities or to construct new facilities. Further, the Association may identify to the Superintendent or the Board any facilities which require capital improvement or construction.
2. The Board accepts the value of a work area designed and equipped for the preparation of educational materials and for conferencing needs. The Board recognizes the need to progress towards the provision of such a facility in each school. These facility changes shall be done in consultation with the NVTAs Staff Committee. Each NVTAs Staff Committee may make a proposal for such a work area to the school administration.
3. An employee required to change his/her principal classroom during the school year, or within two (2) days prior to school opening, shall have one (1) release day to prepare the classroom. This provision does not apply to changes of principal classrooms at semester end in secondary schools.
4. **Portable Classrooms**
  - a. A teacher shall be required to teach in a portable classroom for a maximum of two (2) consecutive years. At the option of the teacher, this period may be extended. This provision does not apply to portable classrooms outfitted for the purposes of specialty instruction including, but not limited to, drama, music, computer or technology education.
  - b. A telephone, intercom, or other electronic communication device shall be provided in each portable classroom.
  - c. The Board shall consult with the NVTAs Staff Committee, where possible, prior to installing any portable classroom on the school site.

- d. Employees assigned to new portable classrooms that arrive during the school year, or within two (2) days prior to school opening, shall have one (1) release day to prepare the classroom.

## **ARTICLE D.34 CLASSROOM EQUIPMENT AND SUPPLIES**

1. The Board recognizes that school equipment and supplies are integral to the education process.
2. Each classroom shall have:
  - a. teacher desk and teacher chair;
  - b. lockable four (4) drawer filing cabinet;
  - c. teacher bookcase;
  - d. lockable storage cupboard;
  - e. blackout curtains (elementary, and where requested, secondary);
  - f. projection screen, mounted (elementary, and where requested, secondary);
  - g. pencil sharpener;
  - h. electrical outlets;
  - i. wall maps (where requested);
  - j. chart holder box (elementary, and where requested, secondary);
  - k. stapler; and
  - l. extension cord.
3. Each classroom should have:
  - a. sink with hot and cold water (elementary, and where required, secondary);
  - b. speakers, wall-mounted;
  - c. electrical outlets, minimum of six (6);
  - d. cable television outlet;
  - e. room dividers (where requested);
  - f. extension phone;
  - g. computer;
  - h. radio/tape deck;
  - i. three-hole punch;
  - j. paper cutter (elementary, and where requested, secondary); and
  - k. tissues.
4. Each teacher shall have access to:
  - a. video cassette recorder;
  - b. television set;
  - c. film projector;
  - d. overhead projector;
  - e. computer, printer, and modem;
  - f. radio/tape deck;
  - g. three-hole punch;
  - h. paper cutter;
  - i. room dividers;
  - j. sound filmstrip projector;
  - k. sound filmstrip viewer;
  - l. listening post (elementary);
  - m. photocopying machine; and
  - n. FAX machine.

**ARTICLE D.35      ASSOCIATION RECOMMENDATIONS REGARDING THE BOARD BUDGET**

1.      The Board shall consult annually with the Association regarding the Board's operating budget prior to final budgetary decisions being made.
2.      The Association has the right to make recommendations at any time to the Board regarding the Board's budget.

**ARTICLE D.36      BEGINNING EMPLOYEES**

1.      A beginning employee shall be an employee with no previous teaching experience other than teaching on call.
2.      Beginning employees shall be provided with specific working conditions to help them with their adjustment to teaching. The specific conditions shall include, but not be limited to, an assignment wherein:
  - a.      the most demanding classes are not their responsibility; and
  - b.      the number of subject preparations is kept to a minimum.
3.      The NVTA School Staff Committee and the school administration shall jointly develop a mentoring and induction program for each beginning employee.
4.      The mentoring and induction program for beginning employees shall not comprise any part of the evaluation of the beginning employee.

**ARTICLE D.37      Removed by Legislation / Intentionally Left Blank**



## **SECTION E PERSONNEL PRACTICES**

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

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

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

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

## 2. Definitions

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

## 3. Resolution Procedure

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

- b. Step 2
  - i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
  - ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
  - iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
  - iv. In the event the Superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the Board.
  
- c. Step 3
  - i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
  - ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

#### 4. Remedies

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

- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the Collective 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 administrator 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 the administrator shall be present at such meetings;
  - iv. no discipline of any kind would be imposed on the respondent; and
  - v. the BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the Collective Agreement at meetings pursuant to Article E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution, and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.b, 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 Collective 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 Collective 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 Collective Agreement;
  - vi. understanding malicious complaints and the consequences of such;
  - vii. outlining any Board policy for dealing with harassment and sexual harassment;
  - viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

## ARTICLE E.20 POSTING AND FILLING OF VACANT POSITIONS

1. In this Article "vacancy" shall mean an existing or newly created assignment, or position to which an employee is not assigned.
2. All vacancies shall be posted as soon as they become known and a copy shall be forwarded to the Association.
3. Vacancies for the next school year shall be posted according to the following sequence, and copies shall also be mailed to employees on the recall list:
  - a. in all schools and centres of the district for a period of seven (7) calendar days;
  - b. outside the district subsequent to posting in the district.
4. Posting information shall include the nature and location of the assignment, the date of the posting, and the application deadline.
5. Positions which become vacant during the school year shall be posted.

6. The Board shall fill vacancies, other than those for Positions of Special Responsibility, with employees who have the necessary qualifications and experience to perform the duties of the vacant positions, in the following order of priority:
  - a. employees who possess a Continuing Contract and who have been declared surplus; or are returning from a leave of absence; or are requesting an Employee Initiated or Committed Transfer, or being transferred on the initiative of the Board pursuant to Article E.23 (Transfers and Assignments);
  - b. employees on the recall list, pursuant to Article C.2 (Seniority) and Article C.20 (Layoff, Recall, and Severance Pay);
  - c. employees on a continuing appointment on part time assignments requesting an increase in the time of their assignment at an earlier date than that previously arranged under Article C.24 (Part Time Employees' Employment Rights);
  - d. employees who have held a continuing contract during the previous fifty (50) school months to the date on which the position is posted; or who currently hold or have held a temporary appointment during the previous fifty (50) months to the date on which the position is posted; or teachers on call;
  - e. other new applicants.

In the event of the equality of qualifications and experience for two (2) or more candidates, the employee with the greatest seniority shall be given preference.

#### **ARTICLE E.21 POSTING AND FILLING POSITIONS OF SPECIAL RESPONSIBILITY**

1.
  - a. All positions of special responsibility (defined as those with an additional allowance of money and/or time) covered by Article B.28 (Positions of Special Responsibility) shall be posted and filled by competition.
  - b. School based positions shall first be posted within the school. If the position is not filled, it shall then be posted district wide.
2. In the case of school based positions, including midyear vacancies in those positions:
  - a. a screening committee within the school shall be established by, and make its recommendations to, the Board;
  - b. the screening committee shall consist of a majority of Association members chosen by the NVT A Staff Committee.

3. In the case of district wide positions, including midyear vacancies for these positions:
  - a. the Board shall establish a screening committee which shall make its recommendations to the Board;
  - b. the committee will have as its membership an equal number of representatives appointed by the Board and the Association.
4. Employees who wish to be considered for a vacant position of special responsibility shall submit an application to the appropriate screening committee, as described in Article E.21.2 and E.21.3. There shall be no formal recommendation of a candidate or election by a department in advance of the proceedings of the screening committee.
5. Job descriptions for positions of special responsibility shall be developed through consultation between the Board and the Association, as per Article B.28 (Positions of Special Responsibility).
6. At the end of each school year, each teacher assigned to a position of special responsibility may be requested to submit a report to the Board and the Association on the activities undertaken, with recommendations for further action and development.

## **ARTICLE E.22 OFFER OF APPOINTMENT TO THE DISTRICT**

1. Successful applicants will be offered appointments to the district by the Human Resources Department (Director of Human Resources). Offers may be either in writing or verbal.
2. A written confirmation of the offer of appointment shall be dispatched from the Human Resources Department within forty-eight (48) hours of the verbal offer.
3. Applicants will have forty-eight (48) hours from the time of the verbal offer to provide the Board with a decision.
4. Within forty-eight (48) hours of the verbal acceptance, a written confirmation will be dispatched to the Board by the applicant.
5. Verbal offers or verbal confirmation of acceptance will be deemed to be binding on both parties.

## **ARTICLE E.23 TRANSFERS AND ASSIGNMENTS**

1. **General Principles**
  - a. The Board and the Association recognize that employee transfers from one (1) school or work site to another may be necessary or desirable as a means of providing balance and enrichment to school programs, and as a method of continuing professional growth for employees.

- b. Without limiting the generality of the foregoing, employees may be transferred and assigned in the district by the Board in order to:
  - i. accommodate an employee requesting a change from the employee's present assignment;
  - ii. accommodate an employee returning from leave of absence;
  - iii. staff a new school or district program;
  - iv. relocate an employee due to enrolment changes or educational program changes; or
  - v. accommodate Board-initiated involuntary transfers.
- c. The Board reserves the right to limit the number of transfers and approve all requests.
- d. No employee shall be transferred without prior consultation with the employee concerned.
- e. All transfers shall be considered in light of the following criteria:
  - i. the educational program needs of the schools and district;
  - ii. the employee's qualifications and experience;
  - iii. the employee's preference; and
  - iv. seniority within the bargaining unit.
- f. Where possible, the Board shall complete all transfers before new employees are assigned by the Board in any given school year.
- g. Employees on continuing appointment are eligible for voluntary transfer.
- h. Committed Transfer requests shall be submitted on the appropriate form to the Human Resources Department by May 31. Employees shall no longer hold a position in their current school beyond June 30 of the year in which they request a Committed Transfer.
- i. As soon as possible after June 1, a list of employees who have requested committed transfers shall be sent by the Board to the Association office. The list shall include the employee's name, location and position.

## 2. **Voluntary Transfers**

- a. Definitions
  - i. Intra-District Exchange—a voluntary exchange of two (2) employees at two (2) different schools or locations for a limited duration.



- ii. Employee-Initiated Transfer—an employee voluntarily transfers from one school or location to another.
  - iii. Committed Transfer—an employee voluntarily commits to transfer from one school to another location subject to all the conditions in Article E.20 (Posting and Filling of Vacant Positions).
- b. Intra-District Exchange
- i. Where two (2) employees wish to exchange assignments, they may file a written request for exchange through the Human Resources Department by May 1, to be considered for the subsequent school year.
  - ii. The length of the exchange shall be one year unless extended by agreement of both employees and the Board.
- c. Employee-Initiated Transfer
- i. Any employee on a continuing contract may, until July 31, apply for any posted position which commences the next school year and for which the employee has the necessary qualifications and experience.
  - ii. If applicants for transfer fail to accept or respond to an offered assignment within forty-eight (48) hours of the offer, the offer shall be considered to be withdrawn for that school year.
  - iii. The Board shall not be required to modify or alter a posted assignment to accommodate a transfer.
  - iv. If the request for transfer is fulfilled, the employee shall be officially notified in writing by July 31, or as soon thereafter as possible. Normally, no transfers will occur after July 31.
  - v. An employee who has successfully posted into a vacant position for the following school year shall not be eligible to apply to another posting except by mutual agreement or unless the employee is attempting to increase a part time assignment without relinquishing the initial placement.
  - vi. Between June 30 and August 23 it is the employee's responsibility to be available to respond to a posting.

- d. **Committed Transfer**
  - i. A Committed Transfer shall only be initiated by the employee.
  - ii. Prior to August 15 an employee who requests a Committed Transfer shall have the opportunity to apply for any posted position which commences the following school year and for which the employee has the necessary qualifications and experience. After August 15, Article E.23.3.c.v shall apply.
  - iii. Between June 30 and August 23 it is the employee's responsibility to be available to respond to a posting.

### 3. **Involuntary Transfers**

- a. **Definitions**
  - i. **Board-Initiated Transfer**—an employee transferred involuntarily from the employee's present school or location to another school or location, at the discretion of the Board for just and reasonable cause and without discrimination.
  - ii. **Surplus Transfer**—an employee declared surplus to a school or program as a result of enrolment decline, school closure, or program changes, and, therefore, who must be transferred to another school or location.
- b. **Board-Initiated Transfer**
  - i. The Board may initiate a transfer of an employee for reasons defined under "Definitions" above.
  - ii. The Board shall notify the employee of its intention to initiate a transfer by March 15.
  - iii. An employee who may be subject to a Board-initiated transfer at the end of a school year shall be informed of the recommendation at a meeting with the appropriate Board official and a representative of the Association.
  - iv. The employee may be transferred to a position in another school provided the employee has the necessary qualifications for the position.
  - v. The nature of the transfer and the reasons for it shall be communicated to the employee.
  - vi. Once the decision is finalized it will be confirmed in writing to the employee and the Association.
  - vii. The employee shall have the opportunity to consider the transfer and to reply in writing up to the date that the transfer is implemented.

- viii. If an employee feels there are substantial grounds to believe the decision to proceed with an involuntary transfer is unreasonable, the employee may request a review by the Superintendent, and may be accompanied at such review by a representative of the Association.
  - ix. An employee currently working between 9:00 a.m. and 3:00 p.m. will not be required to work any alternate Continuing Education hours without the employee's agreement.
- c. Surplus Transfer
- i. An employee who may be subject to a surplus transfer at the end of a school year shall be informed of the recommendation at a meeting with the appropriate Board official and a representative of the Association.
  - ii. The following factors will be used in order of priority in the determination of which employee will be designated as surplus to the needs of the school or district program:
    - (1) voluntary election by an employee to be declared surplus;
    - (2) the educational program needs of the school or of a district-wide program;
    - (3) seniority within the bargaining unit.
  - iii. Employees declared surplus shall be informed officially in writing by May 1, or as soon thereafter as possible, with a copy provided to the Association.
  - iv. Employees declared surplus shall be apprised of known available vacancies in the district and given the opportunity to state a preference for any of these known vacancies. The employee's request shall not be unreasonably denied. The employee shall also advise the Board of any retraining needs in order to adequately prepare for the proposed transfer, pursuant to Article C.26 (Retraining).
  - v. After August 15, if only one vacancy exists that matches a surplus employee's qualifications and experience, the Board shall have the right to assign that employee to that position.

- vi. An employee declared surplus shall not be transferred without the employee's agreement for two (2) years following the initial transfer.
  - (1) An employee will receive surplus protection if that employee has surplus status after June 30.
  - (2) The two (2) years protection from surplus transfer means the first year in the new school location, plus the following school year.
  - (3) Surplus employees placed after Spring Break shall be entitled to remain in the new school for the next two (2) school years.
  - (4) An employee may be subject to surplus designation again in the second year by May 1, or as soon thereafter as possible.
- vii. An employee who is declared surplus shall have the opportunity of returning to the position previously held in the event that it is reinstated prior to August 31.
- viii. An employee currently working between 9:00 a.m. and 3:00 p.m. will not be required to work any alternate Continuing Education hours without the employee's agreement.

#### **ARTICLE E.24 ASSIGNMENT IN SCHOOL**

1. Assignment means the specific position and duties of the employee, which includes grade level, subjects, or district duties at a specific school(s) or location(s) within the district.
2. Before May 15, the Board shall provide, at a staff meeting, adequate and timely information on projected enrolment divided by grade and the school's professional staffing entitlement with any subdivisions of that entitlement made by the Board.
3.
  - a. The NVTA Staff Committee shall make recommendations to the appropriate administrator regarding a proposed school programme, timetable, and employee assignments for the next school year, and if applicable, during the school year.
  - b. This does not preclude the opportunity for recommendations to the administrator from an individual teacher concerning his/her assignment, and/or from departments concerning their departments' assignments.
4. Assignments within a school shall be based on the following criteria:
  - a. the needs of the Board;
  - b. the documented qualifications and experience of the employee;
  - c. *removed by legislation / intentionally left blank*
  - d. personal preference of the employee;
  - e. Staff Committee recommendations.

5. a. If a vacant position is posted according to Article E.20 (Posting and Filling of Vacant Positions), and an employee in the same school wishes to be considered for reassignment to the vacant position, the employee shall inform the administrator in writing of a request for reconsideration no later than the expiry date of the posting.
- b. Prior to considering any candidate outside the school, the administrator shall reconsider the employee's assignment using the criteria in Article E.24.4. The administrator shall inform the employee in writing of the decision with reasons, regarding the outcome of the reconsideration no later than five (5) days subsequent to the employee's request.

## **ARTICLE E.25 EVALUATION OF EMPLOYEES**

### **1. Purpose**

The purpose of evaluation is to assess employee competence and to acknowledge and support effective instruction.

### **2. General Guidelines**

- a. Each employee new to the district may receive a formal evaluation. Once a satisfactory report has been written on a new employee, no succeeding formal evaluation shall occur unless the competence of the employee is questioned, or the employee requests a formal evaluation.
- b. Criteria shall be discussed in a meeting(s) between the employee and the evaluator and shall be applied to aspects of the learning situation over which the employee has responsibility.
- c. Involvement or non-involvement in voluntary activities, participation in Association activities, or matters not directly related to the employee's duties are outside the scope of evaluating and reporting on the work of an employee.
- d. Whenever possible, observations shall be made on the employee's assignment in the prime area(s) related to the employee's qualifications and experience.
- e. Evaluation reports shall state and take into account any discrepancy between the employee's assignment and his/her professional training and/or experience.
- f. The content of an evaluation report shall be a specific, objective description of the employee's performance and shall be based solely on the personal observations of the evaluator. Conclusions shall be adequately substantiated.

### **3. Process**

- a. Each report shall be based on a reasonable number of observations which reflect the teacher's assignment: a minimum of three (3) and a maximum of six (6). More observations may be added by mutual agreement.
- b. At least ten (10) school days, or sooner, by mutual agreement, prior to commencing observations, the evaluator shall meet with the employee to outline the purposes of the evaluation; and to reach agreement on the time span, the schedule of observations, and the criteria and standards to be applied.
- c. Periods chosen for observation shall be mutually determined, shall not be at abnormal or inappropriate times, and the employee shall have the opportunity to select at least half the observation times.
- d. Observations shall begin no earlier than forty (40) school days following the commencement of any assignment.
- e. Following each observation, the evaluator shall discuss with the employee his/her observations. Such observations shall be provided in writing within five (5) school days of the observations.
- f. The employee shall be given a draft copy of the evaluation report at least two (2) school days before the preparation of the final copy. The employee shall have the opportunity of meeting with the evaluator and, at the employee's request, a representative of the Association, to propose changes to the draft. The evaluator shall ensure accuracy in, and shall attempt to reach agreement on, the evaluation report with the employee prior to filing the final report.

### **4. Preparation and Disposition of the Report**

- a. All evaluation reports on the work of an employee shall be in writing and no supplementary oral or written report shall be made.
- b. In cases where no previous formal report has been filed in the district, or where employee competence is in question, evaluation reports shall be prepared only by the principal of the school to which that employee is assigned, or by a higher level administrator. For all other formal reports, any administrator of the Board may write the report.
- c. The evaluator may review previous formal reports in the employee's personnel record. The current evaluation report shall be prepared independently and without collaboration on content or results.
- d. The final evaluation report shall be filed in the employee's personnel file at the Board Office and a copy may be filed in the temporary personnel record at the school. The provisions of Article E.28 (Personnel Records) shall apply. A copy shall be given to the employee at the time of filing. There shall be no other copies of the report filed.

- e. The employee shall have the right to submit to the evaluator a written statement on the evaluation report which shall be filed with all copies of the report.

**5. Less Than Satisfactory Evaluation Report**

In the event of a less than satisfactory evaluation report:

- a. notification will be made to the President of the Association within five (5) days after issuance of the report;
- b. the Board shall make suggestions for improvement and develop a plan of assistance which, if accepted by the employee, would be completed before another report is initiated; and
- c. a copy of the plan of assistance shall be provided to the Association unless the employee elects otherwise.

**6. Evaluation of Teachers on Call**

- a. The provisions of Article E.25.1 through E.25.5 (Evaluation of Employees) shall not apply to teachers on call.
- b. Teacher on call evaluation shall follow the procedures of Appendix C (Teacher on Call Evaluation Guidelines and Teacher on Call Evaluation Form).
- c. The provisions of Article C.23 (Dismissal Based on Performance) shall not apply to the evaluation of teachers on call.

**ARTICLE E.26 NONDISCRIMINATION**

- 1. The Board and the Association do not condone and will not tolerate any expression of discrimination or bias, as outlined in the *B.C. Human Rights Code*, by its trustees, administrators, employees, or students.
- 2. For the purpose of this Collective Agreement, discrimination is defined under the *B.C. Human Rights Code*.
- 3. The Board shall not discriminate against any applicant for employment or any employee regarding the terms of employment on the basis of age, gender or sexual orientation, race, colour, religion, political belief, national origin, marital status, whether he/she has dependents, or physical or mental ability, unless the limitation, specification or preference is based on a bona fide occupational requirement.
- 4. The Board shall not discriminate against any employee because that employee participates in authorized Association activities.

5. The Board and the Association shall promote nondiscrimination through:
  - a. professional development and in-service activities;
  - b. the development and integration of educational programs, activities, and learning resources which support non-discrimination;
  - c. consultation with the NVTA Multiculturalism/Anti-Racism Committee and the NVTA Status of Women Committee.

## **ARTICLE E.27 RACE RELATIONS/MULTICULTURALISM**

The Board and the Association value the unity and diversity of Canadian society and will, therefore, promote cultural tolerance and acceptance in all aspects of a pupil's school experience. In recognition of the multicultural diversity of North Vancouver's community, the Board and the Association endorse and will promote the concept of active and positive multiculturalism within the schools of North Vancouver.

1. The Association and the Board shall promote a multicultural/anti-racist environment through:
  - a. professional development and in-service activities;
  - b. development and integration of multicultural/anti-racist educational programs, activities and learning resources into the curriculum;
  - c. consultation with the NVTA Multiculturalism/Anti-Racism Committee.
2. The Board and the Association recognize that a workforce that is reflective of the racial and multicultural nature of the community is desirable.

## **ARTICLE E.28 PERSONNEL RECORDS**

1. An official personnel record will be accurately maintained in the Human Resources Department for each current and former employee effective from the date of their official appointment. These microfiche, computer and paper records will be updated annually and will contain:
  - a. a cumulative history of each employee's employment, including details of the employee's current assignment;
  - b. relevant legal documents such as those related to birth, marriage, citizenship, name changes, medical reports, and other demographic information;
  - c. official evaluation reports;
  - d. written statements of commendation and references from any source;
  - e. a cumulative history of each employee's education and training;



- f. salary and benefits information;
  - g. pre-employment information collected at the time of application for employment.
2. A temporary personnel record may be maintained at a school. Any material in that record as defined by Article E.28.1.a through E.28.1.g shall, on the employee's or administrator's departure from that school be incorporated into the official personnel record. Any other information kept in the temporary personnel record will be subsequently destroyed.
  3. Should filed material be of a negative nature, the employee shall have the right to respond in writing to any document in the official record and such response shall become part of the record.
  4. In the event that disciplinary action is taken by an administrator or by the Board against an employee, there will be for that employee, a separate confidential sealed envelope in which documents pertaining to such disciplinary action will be kept in the employee's official record, accessible only to the Superintendent or the Superintendent's designate and the employee concerned.
  5. All official personnel records are considered confidential with access restricted to the Superintendent, Secretary-Treasurer, Assistant Superintendents, Director of Human Resources and officials in the Human Resources Department in the discharge of their duties. No other person or agency may have access to information in an employee's record, except when the employee has given written consent for the release of information to a specific person or agency, or when such information is required by law to be released.
  6. Confidential references and other similar information collected at the time of application for employment will be kept in a sealed envelope in the employee's official personnel record accessible only to the Superintendent or designate or the employee concerned.
  7. Employees shall have access to their own official personnel records or the temporary personnel records at all reasonable times after presentation of appropriate identification. This right of access shall include the right to have another individual of the employee's choosing present. Examination of the official record will take place in the Human Resources Department under the supervision of the Superintendent or officials in the Human Resources Department authorized by the Superintendent or, in the case of a temporary personnel record, under the supervision of the school administrator.
  8. The Superintendent or the Superintendent's designate shall take all reasonable precautions to protect official personnel records from unauthorized access, and accidental or purposeful manipulation or destruction. Appropriate security measures will also be instituted so that transfer of unauthorized individually identifiable personnel data is not possible to any other data system.
  9. The employee may elect to have removed any documentation of a critical nature or related to disciplinary action taken by the Board two (2) years after filing unless the documentation is related to a criminal offence or gross misconduct, provided that no further material of a similar nature has been subsequently filed. Unsatisfactory formal evaluations shall be removed once a satisfactory formal evaluation is filed.

## **ARTICLE E.29      FALSELY ACCUSED EMPLOYEES**

1.      When an employee 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 employee is acquitted of criminal charges in relation to the accusation; or
  - c.      an arbitrator considering discipline or dismissal of the employee finds the accusation to be false; the following conditions shall apply:
    - i.      the employee and employee's family shall be entitled to all reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegations; and
    - ii.     the employee shall be assisted to the fullest possible extent by the Board in assuring a successful return to the employee's duties, including any necessary period of leave of absence, first priority for transfer to any vacant position requested by the employee for which they have the necessary qualifications and, where requested by the employee, provision of factual information to parents by the Board.

## **ARTICLE E.30      SCHOOL ACT APPEALS**

1.      Once a pupil and/or parent/guardian files a formal appeal under the *School Act* (Section 11) and Board By-Law in connection with a decision of an employee covered by this Agreement, or affecting such an employee:
  - a.      the employee and the Association shall immediately be notified of the appeal and shall be entitled to receive all documents provided by the appellant related to the appeal;
  - b.      the employee shall be entitled to attend any subsequent meeting in connection with the appeal where the appellant is present and shall have the right to be accompanied by a representative of the Association;
  - c.      the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2.      The Board will not normally hear the appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
3.      Appeal decisions will recognize the other provisions of the Collective Agreement.

## **SECTION F PROFESSIONAL DEVELOPMENT**

### **ARTICLE F.20 PROFESSIONAL DEVELOPMENT FUND**

1. The Board shall provide a grant to the Association for the purpose of providing programs, services and courses which promote and foster the professional development of employees in the district.
2. The Board shall grant ninety-four thousand five hundred dollars (\$94,500) to the Association each year. Such payment shall be made in two (2) equal installments, by September 1, and February 1, annually.
3. The Professional Development Fund shall be administered and controlled by the Association. The Association shall submit to the Board an annual financial report.
4. An employee shall be granted a professional development leave of absence upon approval by the Professional Development Committee of the Association. The cost of the teacher on call for employees granted such leave shall be borne by the Professional Development Fund.
5. The Professional Development Fund will not be required to finance locally developed or new provincial program implementation, specific Board initiatives or enhancement projects.

### **ARTICLE F.21 NON-INSTRUCTIONAL DAYS**

1. A non-instructional day is defined as a prescribed school day on which only employees and administrators are in attendance and is considered a working day for salary purposes.
2. There shall be five (5) non-instructional days in each year of this Agreement which shall be designated for employee professional development (Professional Days).
3. Non-instructional days shall be used primarily for the improvement of the learning situation and, as such, are intended as an opportunity for employees to pursue professional activities related to educational objectives, philosophy, organization, teaching methods, or programs.
4. If an employee is required by the Board to attend a non-instructional day on a day that the employee would not normally work, the employee shall receive an extra day's pay or compensatory time, at the employee's discretion.
5. Three (3) of the five (5) Professional Days established in Article F.21.2 shall have common dates. The Association shall notify the Board of these dates by May 1 of the preceding school year. Activities for these days shall be determined by the Association.
6. The school administration shall be involved in the process of developing activities and dates for the remaining two (2) school-based non-instructional days. The final decision regarding the dates and activities rests with the NVTA Staff Committee in each school.

7. In addition to the five (5) non-instructional days in Article F.21.2, there shall be one (1) Curriculum Implementation Day. This day shall be established and administered in accordance with the Ministry Standard School Calendar (see back cover).

## **ARTICLE F.22 EDUCATIONAL PROGRAM IMPLEMENTATION**

1. When new provincially prescribed educational programs or Board authorized locally developed educational programs are introduced to the district, the Joint Educational Program Implementation Committee (JEPIC) shall determine the appropriate process for implementation.
2. JEPIC, established by the Board and the Association, shall comprise:
  - a. the Superintendent or designate;
  - b. the Association Professional Development Chairperson or designate;
  - c. three (3) elementary representatives appointed by the Association;
  - d. three (3) secondary representatives appointed by the Association;
  - e. up to three (3) representatives appointed by the Superintendent or designate.
3. JEPIC shall be responsible for identifying and making recommendations on the following issues related to educational program implementation:
  - a. time necessary for implementation, collaboration, assessment and evaluation;
  - b. appropriate and adequate in-service and retraining;
  - c. educational program support materials needed;
  - d. the space, facilities and equipment needed;
  - e. class size and composition;
  - f. pilot testing of new educational programs.

## **ARTICLE F.23 LOCAL CURRICULUM DEVELOPMENT**

1. The Board and the Association recognize the value of locally developed curricula that address the educational needs of students in North Vancouver.
2. The Board and the Association agree to form a Joint Committee consisting of four (4) members, two (2) representing the Board and two (2) representing the Association, that will:
  - a. establish appropriate working procedures;
  - b. receive proposals for new local curricula;
  - c. provide support for further development of selected proposals; and
  - d. recommend new curricula to the Board for implementation.

## **ARTICLE F.24      SCHOOL ASSESSMENT/ACCREDITATION**

1. Prior to undertaking the Ministry of Education's Provincial school assessment/accreditation program, the NVTA Staff Committee and the school administration shall jointly determine the timing and the most appropriate method of implementing the assessment/accreditation process.
2. The external assessment/accreditation team's report shall be provided only to the school staff concerned, the Board, and the Ministry of Education.
3. The Board shall provide appropriate release time, clerical time, and other resources for school staffs to carry out the assessment/accreditation, as determined jointly by the NVTA Staff Committee and the school administration. Funding to provide these services, beyond that supplied by the Ministry, shall be provided to a maximum of fifteen percent (15%) of the phase one funding.
4. The Board shall ensure full disclosure of all funds and resources available from the Ministry to support the accreditation/assessment process and the implementation of subsequent recommendations and shall dedicate all such funds to that purpose.
5. Unless required by the Ministry, elementary school assessment/accreditation shall take place only if the NVTA Staff Committee agrees to undertake this process, in which case the provisions of this Article shall apply.

## **ARTICLE F.25      CONTINUING EDUCATION COURSES**

An employee who enrolls in any course offered by North Shore Continuing Education shall receive a discount of twenty-five percent (25%) of the registration fee for that course.

## **SECTION G LEAVES OF ABSENCE**

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

**PCA Articles G.1.1 through G.1.3 do not apply in School District No. 44 (North Vancouver). See Article G.1.4 below.**

#### **Local Provisions**

4. The Board recognizes and accepts accumulated sick leave credits from other school districts in British Columbia. It will be the employee's responsibility to provide written proof of accumulated sick day credits.

**See Article G.21 (Sick Leave) for sick leave use and accrual**

### **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;
    - iii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
    - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
  - b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the B.C. *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 (1) 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 twenty-six (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 "immediate family" in clause 1 above, shall incorporate any expanded definition of "immediate family" that may occur through legislative enactment.)*

**See also Article G.28.1 (Discretionary Personal Leaves: Compassionate Leaves)**

## **ARTICLE G.20 LEAVES OF ABSENCE: GENERAL PROVISIONS**

The Board and Association recognize that there are occasions when a leave of absence may be required by an employee for personal, professional or other reasons. The following provisions specify the conditions under which such leaves may take place.

### **1. Return From Leave**

- a. Upon return to regular duty the employee may be required by the Superintendent or designate to furnish evidence of compliance with the terms of the Agreement under which the leave was granted. Failure to provide this information shall entitle the Board to be reimbursed for the salary paid or decline future requests for leave.
- b. An employee returning from a full time leave shall return to the position held at the commencement of the leave, if the return to work occurs during the same school year in which the leave was taken.
- c. If the return occurs at the commencement of the following school year, the employee shall be returned to the same or comparable position in the same school.
- d. If the employee returns from a full time leave after the commencement of the following school year or during any subsequent year, the employee shall return to the same or a comparable position, except in the case of maternity, adoption, or parental leaves, where return shall follow the provisions of Article G.24 (Maternity Leave, Adoption and Parental Leaves, and S.U.B. Plan).

- e. Notwithstanding the provisions in Article G.20.1.b through G.20.1.d, an employee returning from leave may be laid off or declared surplus pursuant to the provisions of Article C.2 (Seniority) and Article C.20 (Layoff, Recall, and Severance Pay) or Article E.23 (Transfers and Assignments).

**2. Notification of Return**

An employee who has been granted a paid or unpaid leave of absence for a school year will, by March 31 of the leave year, notify the Superintendent's designate of the employee's intentions for the following school year. Employees who do not respond by this date will be informed by registered letter to their last known address that they must, within sixty (60) days of the date the letter is postmarked, confirm whether they will be returning to duty. Employees who do not respond within the sixty (60) day period shall be deemed to have had their contract of employment terminated by mutual agreement.

**3. Documentation**

In cases where an employee plans to be absent, the employee must complete the appropriate absence documentation.

**4. Temporary Appointment Employees**

Employees on temporary appointments shall be eligible for the following leave provisions:

- a. A.28 Association Officers' Leave;
- b. A.29 Leave for Grievance/Arbitration;
- c. G.21 Sick Leave;
- d. G.22 Extended Medical Leave;
- e. G.23 Workers' Compensation Board Leave;
- f. G.24 Maternity, Adoption and Parental Leave, and S.U.B. Plan;
- g. G.25 Paternity Leave;
- h. G.26 Adoption/Legal Guardianship Leave;
- i. G.28 Discretionary Personal Leaves; and
- j. G.35 Leave for Association, BCTF, CTF, and College of Teachers Business.

- 5. The Board reserves the right to limit the total number of leaves, with the exception of those required by statute or by the express terms of this Agreement, granted in a given year, if such leaves may have an adverse effect on the educational environment.

**ARTICLE G.21 SICK LEAVE**

- 1. Sick leave means the period of time an employee is permitted to be absent from work at the employee's regular rate of pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the *Workers' Compensation Act*. Sick leave shall not be used where the employee is on maternity leave under Article G.24 (Maternity, Adoption and Parental Leaves, and S.U.B. Plan).



2. Sick leave allowance means the number of days that an employee has been credited through service to the Board and for which the employee will be entitled to sick leave at the employee's regular rate of pay.
3. Sick leave allowance shall be credited to an employee on the basis of one and one-half (1 and 1/2) days for each month of service to the Board, allowed in advance for each month remaining in the school year. Sick leave accumulated by each employee under previous collective agreements shall continue to be credited to the employee.
4. In any one (1) year when an employee has not used the employee's sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for the employee's future use. An employee may use up to a maximum of one hundred and twenty (120) days in any one school year.
5. Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave granted.
6.
  - a. An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of five (5) consecutive working days. The certificate shall certify that such employee was unable to carry out the employee's duties due to such illness.
  - b. An employee returning from an extended paid sick leave, in excess of twenty (20) days, may be required to provide a medical certificate from a recognized medical practitioner indicating the employee is able to resume the employee's duties.
7.
  - a. When an employee returns from an unpaid leave of absence, when an employee returns from a layoff, or when an employee is reemployed, that employee shall be credited with the sick leave accumulated at the time of separation, but annual sick leave allowance shall not accumulate during the separation.
  - b. Any sick leave allowance which has been ported from North Vancouver to another district pursuant to Article G.1 (Portability of Sick Leave) shall not be available to the teacher, unless the sick leave has been ported back to North Vancouver pursuant to Article G.1.4.
8. A record of all unused sick leave allowance will be kept by the Board. The Board shall advise each employee, by October 31 of each year, of the amount of the employee's accumulated sick leave allowance.
9. If any employee has been paid for sick days in excess of the number of days allowable, the employee shall have deducted from the employee's final pay cheque an amount equal to that excess multiplied by one two hundredth (1/200) of the employee's annual salary.
10. Employees on a part time assignment shall have their sick leave calculated on a pro-rata basis.

11. a. If the Board pays or is obliged to pay to an employee an amount of:
  - i. salary during a leave of absence where the leave of absence arises out of illness or unavoidable quarantine; or
  - ii. illness or disability benefits pursuant to the provisions of this Agreement,  
  
the Board shall have the right to be subrogated to the rights, powers, privileges and remedies of the employee to whom the payment is made in any claim or cause of action the employee may have for compensation for lost income against other parties, to the extent of the amount paid or obliged to be paid by the Board to the employee.
- b. An employee to whose rights, powers, privileges and remedies the Board is subrogated under this clause, shall, at the expense of the Board, do or concur in the doing and permit to be done all such acts and things as may be necessary for the purpose of enforcing or exercising any rights, powers, privileges or remedies or of obtaining relief or indemnity from other parties to which the Board is or would become entitled or subrogated, whether such acts or things shall be or become necessary or required before or after payment to the employee by the Board.
- c. If the Board is successful in legal action to recover salary then the Board will reinstate a commensurate amount of sick leave.

## **ARTICLE G.22      EXTENDED MEDICAL LEAVE**

1. The Board will notify an employee on extended medical leave when the employee is about to exhaust his/her sick leave credits. At the same time, the Board will advise the employee to contact the British Columbia Teachers' Federation regarding Salary Indemnity Plan Benefits.
2. An employee shall be granted, upon request, extended medical leave without pay for an indefinite period upon expiry of the employee's paid sick leave.
3. The Board shall pay both the Board's and the employee's share of benefit premiums during the period that the employee is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits.
4. Thereafter, the employee may choose to continue benefit coverage during the leave beyond the time in Article G.22.3 by paying the employee's and Board's portion of the benefit premiums.
5. An employee returning from an extended medical leave without pay, may be required to provide a medical certificate from a recognized medical practitioner indicating the employee is able to resume the employee's duties.

## **ARTICLE G.23      WORKERS' COMPENSATION BOARD LEAVE**

1.      Where an employee suffers from a disease or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and the employee gains compensation under the *Workers' Compensation Act*, the employee shall not be required to use the employee's sick leave credits for time lost, nor will the employee accumulate sick leave credits during the time absent.
2.      All monies received by an employee by way of a compensation for loss of wages under the said Act shall be paid to the Board, in return for which the Board shall pay the employee the full amount of the employee's wages to which the employee would have been otherwise entitled but for the disability suffered or incurred.
3.      Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.
4.      During the period of paid leave for the disability, the Board shall continue to pay its share of all benefits premiums and pension contributions.

## **ARTICLE G.24      MATERNITY LEAVE, ADOPTION AND PARENTAL LEAVES, AND S.U.B. PLAN**

### **1.      Maternity Leave**

An employee shall be granted, upon request, a maternity leave of absence, accordingly:

- a.      An employee may apply for and shall be granted leave of absence for up to eighteen (18) weeks without pay, as set out in the *Employment Standards Act*.
- b.      An employee may commence maternity leave at any time during the pregnancy, upon presentation of a certificate from a duly qualified medical practitioner stating that birth will take place on or about a specified date.

### **2.      Maternity Leave and Supplemental Employment Benefit Plan (S.U.B. Plan)**

- a.      Upon the registration of this plan with E.I., when an employee takes maternity leave, pursuant to the *Employment Standards Act*, the Board shall provide, for those employees eligible for E.I. benefits, a benefit of:
  - i.      ninety-five percent (95%) of the employee's current salary for the first two (2) weeks of the leave; and
  - ii.     the difference between seventy percent (70%) of the employee's current salary and the amount of the E.I. maternity benefits paid to the employee for a further fifteen (15) weeks, provided these dates are part of the regular work year defined in Article D.22 (Regular Work Year For Employees); and

- iii. for the purposes of calculating the Board's S.U.B. Plan benefit only, if an employee works fewer than twenty (20) days, exclusive of sick days and pro-rated for part time, prior to the commencement of a maternity leave, "current salary" shall be based on the average of the FTE assignment at the time the leave is taken and the FTE assignment held as of June 30 of the prior school year. If an employee works more than twenty (20) days, exclusive of sick days and pro-rated for part time, then "current salary" shall be based on the employee's FTE assignment at the time the leave is taken.
- b. S.U.B. Plan benefits are payable during Christmas break and spring break.
- c. The Board agrees to enter into the Supplemental Unemployment Benefit (S.U.B.) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payments.

### 3. **Use of Sick Leave**

In the event of medical complications which may necessitate absence beyond the normal eighteen (18) week period, an employee shall provide to the Superintendent or designate a certificate from a duly qualified practitioner recommending the period of time in which the employee should not return to work. The employee shall qualify for her regular sick leave benefits.

### 4. **Early Return and Emergency Situations**

- a. In the case of an incomplete pregnancy, death of the child or other special situations, an employee may return to duty earlier than provided in the agreed upon leave.
- b. The employee intending to make an early return to duty will submit a written application and a medical certificate stating the employee is fit to return to work.

### 5. **Assignment**

An employee who is on Maternity Leave, as provided under the *Employment Standards Act*, will be returned to the position which she had at the commencement of such leave, if the return to work occurs during the same school year. If the return occurs in the subsequent school year, the employee shall be returned to the same or a comparable position in the same school, unless the employee is laid off or declared surplus pursuant to the provisions of Article C.2 (Seniority) and Article C.20 (Layoff, Recall, and Severance Pay) or Article E.23 (Transfers and Assignments).

### 6. **Adoption Leave and Supplemental Unemployment Benefit Plan**

In the case of adoption, maternity leave shall be granted, on request, and shall commence from the date of the arrival of the child in the home. All provisions of this Article shall apply, including all rights guaranteed under the *Employment Standards Act*. Supplemental Unemployment Benefits, as for maternity leave, shall be payable during the two (2) week waiting period and while the employee is in receipt of the ten (10) weeks of E.I. benefits allowable for this leave.

## 7. **Parental Leave**

- a. Effective July 1, 1993, an employee may apply for and shall be granted a parental leave as set out in the *Employment Standards Act*. S.U.B. Plan payments are not applicable to Parental Leave.
- b. An employee who is on Parental Leave, as provided under the *Employment Standards Act*, will be returned to the same position which the employee held at the commencement of such leave if the return to work occurs during the same school year. If the return occurs in the subsequent school year, the employee shall be returned to the same or comparable position in the same school, unless the employee is laid off or declared surplus pursuant to the provisions of Article C.2 (Seniority) and Article C.20 (Layoff, Recall, and Severance Pay) or Article E.23 (Transfers and Assignments).

## **ARTICLE G.25 PATERNITY LEAVE**

1. Upon the birth of an employee's own child, an employee shall be granted, upon request, four (4) days leave with pay, providing the leave is taken no later than seventeen (17) weeks following the birth of the child. Such days may be taken non-consecutively. In special circumstances, the Board may, upon written request, grant an extension to the timelines. Such an extension shall not be unreasonably denied.

## **ARTICLE G.26 ADOPTION/LEGAL GUARDIANSHIP LEAVE**

1. An employee shall be granted, upon request, a leave of absence with pay up to a maximum of seven (7) days for interviews, travelling time, and/or the child's arrival in the home, in the case of adoption or legal guardianship.
2. An employee shall be granted, upon request, for the purpose of adoption or legal guardianship, a further leave without pay as specified in Article G.27 (Child Care Leave).

## **ARTICLE G.27 CHILD CARE LEAVE**

1. An employee shall be granted, upon request, a leave of absence without pay for a period of up to one (1) school year for the purpose of providing child care for the employee's own child, or in the case of adoption or legal guardianship, or upon expiration of maternity leave, adoption leave, or parental leave.
2. Such child care leave shall, upon request, be extended for a maximum of a further two (2) years for each child born or adopted for a total maximum leave of six (6) years in aggregate.
3. During the period of leave the employee shall not be eligible for sick leave accrual, salary increments, or seniority.
4. An employee returning from child care leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance.

## 5. **Return Provisions**

- a. An employee returning from child care leave shall return to the position held at the commencement of such leave if the return occurs during the same school year in which the leave was taken.
  - b. If the return occurs at school opening of the subsequent school year, the employee shall be returned to the same or a comparable position in the same school, unless the employee is laid off or declared surplus pursuant to the provisions of Article C.2 (Seniority) and Article C.20 (Layoff, Recall, and Severance Pay).
  - c. If the return from child care leave occurs at any time after school opening of the subsequent school year, the employee shall not be guaranteed a return to the same school. The employee shall be returned to the same or a comparable position in the district.
  - d. An employee shall not be guaranteed a return to the same school if the employee starts a subsequent child care leave in the same school year that he or she returns from a previous child care leave.
6. If the leave is for six (6) months or less, the Board will continue to pay its share of benefit premiums and the employee continue to pay the employee's share. If the leave is for longer than six (6) months, the employee may choose to continue benefit coverage during the leave by paying the entire premiums.

## **ARTICLE G.28 DISCRETIONARY PERSONAL LEAVES**

Discretionary personal leaves are to be used to facilitate a wide variety of absences required on an urgent basis, or for activities which cannot be scheduled outside of regular school hours.

### 1. **Compassionate Leaves**

Compassionate leaves are designed for circumstances involving a serious illness or impending death, or death of a member of the immediate family, or funeral for a member of the family, or a close friend. Immediate family is defined as spouse (including common-law), children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, sons-in-law, daughters-in-law, or any other person who is domiciled in the home of the employee.

#### a. **Terminal Illness in the Immediate Family**

An employee shall be granted, upon request, a leave of absence with pay of up to four (4) days, with the option of two (2) additional days for travel, in the case of a terminal illness in the immediate family. Upon the request of the employee, a further two (2) days, with the deduction of the cost of a teacher on call, will be granted.

b. Bereavement in the Immediate Family

An employee shall be granted, upon request, a leave of absence with pay of up to four (4) days, with the option of two (2) additional days for travel, in the case of a death in the immediate family. Upon the request of the employee, a further two (2) days, with the deduction of the cost of a teacher on call, will be granted.

The Board may limit the number of paid days (i.e. days without deduction of the cost of a teacher on call) granted in Article G.28.1.a and 1.b to twelve (12) days in a school year.

c. Family Illness

An employee shall be granted, upon request, a leave of absence with pay to a maximum of fifteen (15) days, with deduction of the cost of a teacher on call, due to serious illness of a member of the immediate family of the employee. Further extensions to the leave may be granted and a deduction of 1/200 of annual salary shall be made for each day of requested absence.

d. Emergency Illness (Child)

Circumstances may occur of an emergent or extraordinary nature in which a child is injured or seriously ill. In such instances, the employee shall be granted, upon request, a leave of absence with pay to a maximum of two (2) days annually. Beyond two (2) days, additional days may be granted with deduction of the cost of a teacher on call.

e. Funeral

An employee shall be granted, upon request, one (1) day's leave of absence with pay to attend a funeral of a relative or friend not defined as immediate family, and an additional two (2) days for travel shall be granted, upon the request of the employee, with the deduction of the cost of a teacher on call. The Board reserves the right to limit the number of leaves in the event there are a significant number of requests for employees to attend the same funeral.

**See also PCA Article G.2 (Compassionate Care Leave)**

**2. Jury Duty and Subpoena**

An employee shall be granted a leave of absence with pay, upon request, when summonsed to serve on a jury, or when summonsed or subpoenaed to appear in court as a witness in any proceedings pursuant to any provincial or federal statute, subject to the reimbursement by the employee to the Board of all monies paid to the employee by the court, except travelling and meal allowances not reimbursed by the Board. It is understood that this leave does not apply to an employee appearing in court related to the employee's personal business, in which case leave shall be applied for under Article G.28.10.

3. **Citizenship**

An employee shall be granted, upon request, one (1) day's leave of absence with pay on the occasion of the employee's attendance at an official ceremony to receive the employee's Canadian Citizenship.

4. **Marriage in the Family**

An employee shall be granted, upon request, one (1) day's leave of absence with pay on the occasion of the employee's attendance at the employee's own marriage or the marriage of a person in the employee's immediate family. Immediate family is defined as children, parents, brothers, sisters, grandparents, grandchildren, or any person who is domiciled in the home of the employee.

5. **Religious Observance**

An employee shall be granted, upon request, up to a maximum of five (5) days leave of absence per year with pay, with the deduction of the cost of a teacher on call, for purposes of religious observance.

6. **Elected Office and Community Service**

- a. An employee shall be granted, upon request, a leave of absence with pay for up to five (5) days per year during the election campaign, with deduction of the cost of a teacher on call, when the employee is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election.
- b. Pursuant to Article G.28.6.a, should the employee be elected as a Member of Parliament or Member of the Legislative Assembly, the employee shall be granted, upon request, a leave of absence, without pay, up to a maximum of five (5) years.
- c. An employee shall be granted, upon request, a leave of absence for a maximum of five (5) days in any one school year with pay, with deduction of the cost of a teacher on call, when the employee is elected or appointed to a municipal or regional district office or public board.
- d. An employee who has demonstrated prior and significant voluntary service to a community organization may be granted, upon request, a leave of absence with pay, with deduction of the cost of a teacher on call, up to a maximum of three (3) days in any school year to attend significant functions connected with that activity.

7. **Social, Cultural, Athletic Participation and Conference Attendance**

An employee may be granted, upon request, a leave of absence up to a maximum of five (5) days per year with pay, with deduction of the cost of a teacher on call, for participation as an official delegate or participant or contestant in conventions, contests, or conferences at provincial, regional, national and international levels which are not related to employment with the Board.



8. **Educational Diploma or Degree**

An employee shall be granted, upon request, a leave of absence with pay for one (1) day, for the purpose of receiving the employee's educational diploma or degree.

9. **Educational Examination**

An employee shall be granted, upon request, a leave of absence with pay for one (1) day, for the purpose of undergoing an examination in a subject related to the employee's assignment.

10. **Personal Business**

An employee shall be granted annually, upon request, leave of absence with pay, with deduction of the cost of a teacher on call, up to a maximum of four (4) days, to conduct personal business and, normally, leave will not be taken in conjunction with Christmas break, spring break, or summer vacation. Upon further request, additional days may be granted without pay.

11. **School Activities Leave**

An employee may be granted, upon request, a leave of absence with pay to travel to and attend school-based co-curricular or extra-curricular activities. Upon request, a teacher on call may be provided by the Board.

12. **Bone Marrow/Cell Separation**

An employee who participates in the Bone Marrow Transplant or Cell Separation Program shall be granted, upon request, a leave of absence with pay to meet the requirements of these programs. Absence due to medical complications which arise from participation of the employee in these programs shall be accommodated under the provisions of Article G.21 (Sick Leave).

**ARTICLE G.29 EDUCATIONAL IMPROVEMENT LEAVE**

1. The Board shall provide in each fiscal year a sum of one quarter (1/4) of one percent (1%) of the teacher's salary section of the previous year's Board Budget to fund educational improvement leave.
2. Educational improvement is defined as programs of study at a recognized educational institution, or such other programs as may be approved by the Educational Leave Committee.
3. The Educational Leave Committee shall be established to consider applications and make recommendations to the Board. The Committee shall consist of an equal number of representatives appointed by the Superintendent and the Association.
4. Educational improvement does not include required training as a result of surplus staff or layoff.

5. To be eligible for leave under this Article, the employee must be on a continuing appointment.
6. An employee shall be granted, upon request, a leave of absence for up to one (1) year for the purpose of educational improvement, with full or partial salary, subject to the approval of the Board, upon the recommendation of the Educational Leave Committee.
7. Such approval shall not be given to an employee for the purpose of engaging in remunerative employment outside the school district.
8. Applications must be submitted to the Educational Leave Committee by March 15 of the current school year for the next school year.
9. An employee who has been granted leave under this clause shall indicate in writing a commitment to remain in the employ of the Board for a minimum of two (2) years following the end of the leave. If the employee voluntarily terminates employment with the Board before the two years have expired, the Board may require the employee to reimburse the Board for a pro-rata portion of the leave salary.
10. For the purpose of this Article, all benefits, salary increments, sick leave credit and seniority shall continue as though the employee continued in the employment of the Board.
11.
  - a. The Board's share and the employee's share of pension fund contributions for the paid portion of the leave shall be submitted by the Board and shall be paid for from the Educational Leave Fund.
  - b. The Board's share of other benefit premiums shall be paid for from the fund. The employee's share of other benefit premiums shall be paid for by the employee.
12.
  - a. At the end of the Educational Leave, the Board's share and the employee's share of pension fund contributions for the unpaid portion of the leave shall be submitted by the Board on the employee's behalf, provided that the employee is eligible to purchase the service under Canada Revenue Agency and Pension Plan Rules.
  - b. These contributions shall be paid for from the Educational Leave Fund.
  - c. Where possible such funds will be remitted prior to April 30 of the year following the Educational Leave, and in any event, the funds will be remitted prior to Pension Plan deadlines.
  - d. If the employee requests that purchase of pension service not be made, or if the employee is ineligible for all or part of the contributions, an equivalent amount will be paid to the employee in the form of an increased educational leave grant.
  - e. The amount of the purchase of service will be up to one hundred percent (100%) if the employee worked full time in the year before the leave, or will be reduced to a percentage equivalent to the point assignment if the employee worked part time in the year before the leave, or will be in the average percentage of the point assignment in the five (5) years before the leave, whichever is greater.

13. An amount of \$5,000 from the fund will be set aside annually to be carried over to the next year to handle any contingencies. If none is required, the \$5,000 will be returned to the fund.

### **ARTICLE G.30 EDUCATIONAL ACTIVITIES LEAVE**

1. An employee may be granted a leave of absence with pay up to a maximum of one (1) school year for purposes related to district needs:
  - a. specific training to obtain expertise in a particular area;
  - b. a research project;
  - c. a curriculum or program or evaluation of the same;
  - d. a workshop or conference presentation, or attendance;
  - e. school or other educational institution visitation;
  - f. the assumption, on a temporary basis, of district duties as assigned by the Superintendent or designate.
2. To be eligible for leave under Article G.30.1, the employee must be on a continuing appointment.
3. Requests for Educational Activities Leave shall be submitted to the Educational Leave Committee for consideration by March 15, or as soon as possible prior to the leave.
4. Approval of leave under this Article shall not be given to an employee for the purpose of engaging in remunerative employment outside the school district.
5. For the purpose of this Article, all benefits (including pension), salary increments, sick leave credit, and seniority, shall continue as though the employee has continued to be employed by the Board.

### **ARTICLE G.31 DEPARTMENT OF NATIONAL DEFENCE OR C.I.D.A. SECONDMENT**

1. An employee shall be granted, upon request, a leave of absence with pay, excluding any allowance, for a maximum period of two (2) years for positions with the Department of National Defence (D.N.D.) or the Canadian International Development Agency (C.I.D.A.), provided the Board is reimbursed for salary and benefit (including pension) costs. Upon the approval of the Superintendent or designate such leave may be extended a further one (1) year.
2. To be eligible the employee must be on a continuing appointment.
3. Applications must be submitted upon approval by the D.N.D. or C.I.D.A.
4. For the purpose of this Article, all equivalent benefits (including pension), salary increment credit, sick leave accrual, and seniority accrual shall continue as though the employee has continued to be employed by the Board.

## **ARTICLE G.32 UNIVERSITY OR COLLEGE TEACHING SECONDMENT**

1. An employee may be granted, upon request, a leave of absence with pay excluding any allowances, for a maximum period of one (1) year as determined by the University or College, for teaching or secondment to a recognized university or college. Such leave may be granted provided the Board is reimbursed for salary and benefit (including pension) costs. Upon the approval of the Superintendent or designate, such leave may be extended a further two (2) years.
2. Applicants for this leave provision must be on a continuing appointment.
3. Applications for leave must be submitted upon approval of the university or college.
4. For the purpose of this Article, all equivalent benefits (including pension), salary increment credits, sick leave accrual, and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave will be reduced by days absent for illness.

## **ARTICLE G.33 TEACHER EXCHANGE LEAVE**

1. An employee may be granted, upon request, up to one (1) year's leave of absence with pay, excluding any allowances, for an exchange with an employee from other parts of British Columbia, Canada, or other countries. Upon the approval of the Superintendent or designate such leave may be extended a further two (2) years.
2. Prior to approving an exchange, the Superintendent or designate must agree that the employee coming to this school district has suitable qualifications to take the place of the employee with whom the exchange is arranged.
3. Applicants for these leaves must have at least five (5) years of teaching experience in the district.
4. Applications must be submitted according to the deadlines of the respective jurisdictions.
5. For the purpose of this Article, all equivalent benefits (including pension), salary increment credit, sick leave accrual, and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave will be reduced by days absent for illness.

## **ARTICLE G.34 MINISTRY OF EDUCATION SECONDMENT**

1. An employee may be granted, upon request, up to one (1) year's leave of absence with pay, excluding any allowances, for the purpose of secondment to the Ministry of Education, provided the Board is reimbursed for salary and benefit costs (including pension) by the Ministry. Upon the approval of the Superintendent or designate such leave may be extended a further two (2) years.
2. To be eligible for this leave, an employee must be on a continuing appointment.

3. Applications must be submitted according to the posted deadlines of the Ministry.
4. For the purpose of this Article, all benefits (including pension), salary increment credit, sick leave accrual, and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave will be reduced by days absent for illness.

**ARTICLE G.35 LEAVE FOR ASSOCIATION, BCTF, CTF, AND COLLEGE OF TEACHERS BUSINESS**

1.
  - a. An employee who is a duly authorized representative of the Association, the BCTF, CTF, or College of Teachers shall be granted, upon request, a leave of absence from the employee's duties for up to twenty (20) days in any school year in order to carry out the duties involved.
  - b. In exceptional circumstances, further leave may be requested and shall not be unreasonably withheld.
2. Such release from duties shall be granted without loss of pay and shall be granted subject to the Board being reimbursed by the Association or the appropriate body for the cost of the replacement employee.
3.
  - a. The Board reserves the right of the Superintendent to limit the total number of leaves granted under this Article.
  - b. In the event of a dispute regarding the application of this Article, the Superintendent or designate and the President of the Association or designate, shall attempt to resolve the dispute.

**ARTICLE G.36 BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF) AND CANADIAN TEACHERS' FEDERATION (CTF) SECONDMENT**

1. An employee shall be granted, upon request, up to four (4) years' full time leave of absence without pay if the employee is appointed to a position on the staff of the BCTF or CTF.
2. If an employee is elected to a part time position with the BCTF or CTF, leave of absence with pay shall be granted, upon request, for up to two (2) years, subject only to the Board being reimbursed for the salary and benefit (including pension) costs. Upon request, such leave shall be extended upon re-election.
3. If an employee is elected to a full time position with the BCTF or CTF, a full time leave of absence with pay shall be granted, upon request, for up to two (2) years, subject only to the Board being reimbursed for the salary and benefit (including pension) costs. Upon request, such leave shall be extended upon re-election.
4. For the purpose of this Article, salary increment credits and seniority accrual shall continue as though the employee has continued in the employment of the Board.

5. If the leave is for an elected position, all benefits including pension and sick leave accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick time will be reduced by days absent for illness.

### **ARTICLE G.37 COLLEGE OF TEACHERS SECONDMENT**

1. An employee shall be granted, upon request, up to two (2) years' full time or part time leave of absence with pay upon election to the Council of the College of Teachers, subject only to the Board being reimbursed for salary and benefit costs (including pension). Such leave shall be extended upon re-election to the Council.
2. For the purpose of this Article, all benefits (including pension), salary increment credits, sick leave accrual, and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave shall be reduced by days absent for illness.

### **ARTICLE G.38 GENERAL/PERSONAL LEAVE**

1. An employee may be granted, upon request, a leave of absence without pay up to a maximum of one (1) year for personal reasons. Upon the approval of the Superintendent or designate, such leave may be extended a further two (2) years.
2. To be eligible for this Article, an employee must be on a continuing appointment.
3. The deadline for applications for this leave is March 31 of the current year for the leaves to take place the subsequent year.
4. For the purpose of this Article, the employee may choose to continue benefit coverage during the leave by paying the employee's and the Board's benefit premium.
5. If the leave is taken for professional advancement or educational upgrading, seniority and salary increment credits shall accrue.
6. The Board reserves the right to limit the aggregate length of time an individual employee may be on a general/personal leave for any combination of reasons.

### **ARTICLE G.39 SELF-FUNDED LEAVE PLAN**

1. The Board shall participate in the Self-Funded Leave Plan as described in detail in Appendix A (Local) of this Agreement.
2. The Board's only financial obligation is to administer the Self-Funded Leave Plan.
3. An employee may be granted, upon request, a leave of absence for purposes of a self-funded leave, as specified in Appendix A (Local) of this Agreement, such leave to commence at a time agreeable to the Board.

4. The Board shall continue to contribute to the employee's benefit plan and pension during the period of the leave.
5. An employee granted leave under this clause shall not be entitled to salary increment credit, seniority credit, nor sick leave allowance during the period of the leave.
6. Upon return from leave, the employee shall be assigned to the same or a comparable position as the one held prior to the leave.
7. If the leave is taken for professional advancement or educational upgrading, seniority and salary increment credits shall accrue.

#### **ARTICLE G.40 LONG SERVICE PART TIME TEACHING PLAN**

1. The Board shall offer a Long Service Part Time Teaching Plan assignment to at least ten (10) employees in any school year who are on the maximum step of the salary scale and who currently hold a full time assignment.
2. Eligible employees may request a part time or a single semester assignment, and the balance of their appointment shall be considered a leave of absence for pension purposes.
3. The Board shall pay the employee's and the Board's share of benefits and pension for the leave portion of the assignment.
4. Employees wishing to apply for Long Service Part Time Teaching Plan leave must notify the Board in writing by March 15 in the calendar year they wish to begin the leave.
5. Leaves shall be awarded on the basis of seniority. Priority shall be given, however, to applicants who have not received this leave during the previous year.
6. Long Service Part Time Teaching Plan leave will be considered as time worked for the purposes of seniority.
7. Employees returning from Long Service Part Time Teaching Plan leave shall be returned to their previous position.
8. Long Service Part Time Teaching Plan leave is contingent upon an employee at a lesser cost of annual salary being hired by the Board.

**PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

**LETTER OF INTENT No. 1**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Formalization of Middle School Provisions**

**This Article does not apply in School District No. 44 (North Vancouver)**

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN**

**The British Columbia Teachers' Federation**

**AND**

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

**Re: Designation of Provincial and Local Matters**

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

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

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

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

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

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



<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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## **Appendix 1 – Provincial Matters**

### **Housekeeping — Form Issues**

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

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

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

- 13. Staff Representatives
  - 3.51 *Representatives, School Staff*
  - 3.52 *Chief Delegates, Union Staff Representatives, Representation,*

**Due Process Right to Representation**

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

**Section B — Salary and Economic Benefits**

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

4. Experience Recognition
  - a. *1.40 Recognition of Experience - Salary Purposes*

## **Special Placement**

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

- 18. One Room School Allowance
  - 2.6 *Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
- 19. 1.96 *Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)*
- 20. Housing Assistance
  - 2.5 *Housing*
- 21. Part Month Payments and Deductions
  - 1.87 *Part Month Payments and Deductions - Schedule*
- 22. No Cuts in Salary and Benefits
  - 1.69 *No Cuts in Salary*
- 23. Pay Periods
  - 1.88 *Pay Periods, Salary Payday Schedule*
- 24. Payment For Work Beyond Regular Work Year
  - 1.86 *Counsellors Working Outside School Calendar, Night School Payments/Summer School Payments, Salary-Payment for Additional Days; Not Regular School Days*
- 24. Board Payment of College Fees
  - 1.5 *College Fees, Employer Payment*
- 25. General Benefits
  - 1.10 *General Information, Benefits*
  - 3.36 *Benefits - Management Committee*
- 26. Benefits - Coverage
  - 1.6 *Coverage - Benefits*
  - 1.7 *Dental*
  - 1.9 *Extended Health*
  - 1.11 *Group Life Coverage*
  - 3.37 *Benefits - Optional Life Insurance*
  - 1.12 *Long Term Disability*
  - 1.14 *MSP, Benefits*
  - 1.16 *Deferred Salary Retirement Plan*
  - 1.20 *Vision Care*
  - 1.24 *Clothing Allowance; Uniforms / Coveralls*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
- 27. Death Benefits
  - 1.8 *Death*
- 28. Unemployment Insurance/SIF Rebate
  - 3.3 *Benefits - UIC (all rebates)*
- 29. Continuation of Benefits
  - 1.13 *Benefits - Payment for During Leave*
  - 1.17 *Salary Indemnity, Salary Continuance, Long Term Disability*

- 30. Retirement Bonuses
  - 1.15 *Pension, Retirement, Superannuation*
  - 1.16 *Retirement Incentive Benefits*
  - 1.22 *Bonus for Long Service*
  - 1.27 *Bonus for Early Retirement, Early Retirement Incentive*
  - 2.8 *Wellness Programs*

- 31. Employee and Family Assistance Program
  - 2.3 *EAP/EFAP*

- 32. Personal Property Insurance
  - 1.102 *Loss of Personal Effects, Theft, Vandalism*

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

**Section C — Employment Rights**

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

## **Section D — Working Conditions**

1. Hours of Work
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
2. Preparation Time
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
3. Regular Work Year for Teachers
  - 1.92 *Regular Work Year for Teachers; School Calendar*
  - 1.104 *Year Round Schools*
  - 3.46 *Reports (Teacher) on Students*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
  - 1.73 *Conference Days - Parent Teacher*
  - 3.50 *Closure of Schools for Health or Safety Reasons*
4. Duration of School Day
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
5. Supervision Duties
  - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*
6. Availability of Teacher on Call
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
7. Teacher on Call Working Conditions
  - 3.30 *Substitute Teacher Working Conditions*
8. Mentor/Beginning Teacher Program
  - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
  - 1.72 *Orientation, Teacher, Employee*
9. Child Care for Work Beyond Regular Hours
  - 1.35 *Day Care; Child Care*
10. Home Education
  - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*
11. Itinerant Teachers
  - 1.36 *Definition of Teachers, Itinerant Teachers*
12. Space and Facilities
  - 1.110 *space and facilities*
13. Non-traditional Worksites
  - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*
14. Correspondence Courses
  - 1.33 *Correspondence School*
15. Technological Change
  - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*

- 16. Hearing and Medical Checks
  - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing*
- 17. Services to Teachers
  - 1.107 *School Services to Teachers, Like Translation*
- 18. Inner City Schools
  - 2.9 *Use of Inner City School Funds*

**Section E — Personnel Practices**

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

11. Violence Prevention in Schools
  - 3.47 *Acts of Violence Against Teachers*
12. Criminal Record Checks
  - 1.111 *criminal record checks*
13. Resignation
  - 3.44 *Employee Terminating Employment*

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

**Section G — Leaves of Absence**

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



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

18. Leave for Visiting Exchange Teachers (needs broader title)  
1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
19. Leave for University Convocations (needs broader title)  
1.64 *Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
20. Leave for Blood, Tissue and Organ Donations  
1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
21. Leave for Exams  
1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading, - Board Directed*
22. Miscellaneous Leaves with cost  
1..58 *Other - Leave*  
1.106 *Committee - Detached Duty*

May 31, 1995 - Provincial

**Appendix 2**  
**LOCAL MATTERS**

**Appendix 2 – Local Matters**

Housekeeping - Form

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

**Section A — The Collective Bargaining Relationship**

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

**Section B — Salary and Economic Benefits**

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

## **Section D — Working Conditions**

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

## **Section E — Personnel Practices**

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

## **Section F — Professional Rights**

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

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

**Section G — Leaves of Absence**

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

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

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

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

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

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

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

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

October 25/95

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

### **Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

### **Professional Development**

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

#### Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

Date: Original April 23, 1997

Amended by *Education Services Collective Agreement Amendment Act, 2004*

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

## LETTER OF UNDERSTANDING No. 2

BETWEEN:

THE BRITISH COLUMBIA TEACHERS' FEDERATION  
(BCTF)

AND:

THE BRITISH COLUMBIA PUBLIC SCHOOL  
EMPLOYERS' ASSOCIATION  
(BCPSEA)

**Re: Approved list of arbitrators for**

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

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

John Kinzie  
Judi Korbin  
Robert Pekeles

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

Dated: August 14, 2007

*Originals signed by:*

Irene Lanzinger  
For the BCTF

Jacquie Griffiths  
For the BCPSEA



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

**BETWEEN:**

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

**AND**

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

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

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

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**Does not apply in School District No. 44 (North Vancouver)**

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

**Does not apply in School District No. 44 (North Vancouver).**

## LETTER OF UNDERSTANDING No. 4

BETWEEN:

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

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

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

1. The parties to this LOU have agreed that Government will make a one-time payment to the Inflation Adjustment Account of the Teachers' 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 Teachers' Pension Plan/Inflation Adjustment Account, and in no way replace or amend the obligations of any person to make contributions to the Teachers' Pension Plan/Inflation Adjustment Account.
3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.
4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 6**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

Original signed by:

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Brian Kennelly  
BCTF Co-Chief Negotiator

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Jacquie Griffiths  
BCPSEA Chief Negotiator

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Suzie Mah  
BCTF Co-Chief Negotiator

**LETTER OF UNDERSTANDING No. 7**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Provincial Articles Housekeeping Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

1. Further to our discussions of June 25, 2006, we write to confirm that we have jointly agreed that effective July 1, 2007 or at an earlier time agreed to by the local and the employer, and continuing until 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 or the BCTF will reject any mid-contract modifications proposed by the local parties which achieve one or more of the following purposes (and no other purposes):
  - a. The elimination of out-of-date references to terms, dates or other matters;
  - b. The updating of collective agreement language that is either no longer relevant or functional; or
  - c. The resolution of internal inconsistencies and incongruities within individual agreements.
2. As discussed, nothing in this letter permits the local parties to make amendments to common provincial language.
3. Finally, we confirm that any disputes regarding the rejection by one of the provincial parties of a proposed change on the basis of non-compliance with paragraph 1 parts a, b & c above shall be referred to Irene Holden for facilitation and resolution.

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 9**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Rehabilitation Committee**

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Benefits Review Committee**

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

Original signed by:

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Jinny Sims  
BCTF President

---

Jacquie Griffiths  
BCPSEA Chief Negotiator



**LETTER OF UNDERSTANDING No. 11**

**BETWEEN:**

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

**Re: 2008 Salary Harmonization**

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

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 12

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

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

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

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

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

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

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

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 13

BETWEEN:

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

### Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 14

BETWEEN:

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

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

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

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

Dated this 27<sup>th</sup> day of June, 2007

Original signed by:

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Jinny Sims  
BCTF President

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Jacquie Griffiths  
BCPSEA Chief Negotiator

## LETTER OF UNDERSTANDING No. 15

### BETWEEN:

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

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

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

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

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

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

Original Signed by:

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

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

January 14, 2008

January 21, 2008

## LETTER OF UNDERSTANDING No. 16

BETWEEN:

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

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

March 12, 2008

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

March 13, 2008



# APPENDICES

## APPENDIX A: SELF-FUNDED LEAVE PLAN (ARTICLE G.39) (LOCAL)

As:

- a. It is desired to establish, for the benefit of the employees of the Board, a plan to enable them to fund leaves of absence from employment of not less than six (6) consecutive months through deferral of salary, on such terms as may be set out in this Agreement, and
- b. It is intended that such plans qualify as "prescribed plans" within the meaning of *Regulation 6801* of the *Income Tax Act (Canada)*, the following sets out the terms of the Self-Funded Leave Plan for the eligible employees of the Board of School Trustees of School District No. 44 (North Vancouver).

### 1. Definitions

"Accrued Interest" means the amount of interest earned in accordance with clause 3.3 herein, on the monies retained by the Board on behalf of the participant, calculated from:

- a. the first day any of such monies has been received by the eligible financial institution; or
- b. the last date to which interest has been paid in accordance with clause 3.5, whichever is later.

"Agreements" means the agreement(s) in force from time to time between the Board and the Association.

"Association" means the North Vancouver Teachers' Association.

"Board" means the Board of School Trustees, School District 44 (North Vancouver). It is understood that the Board delegates all administrative functions to the Superintendent and other administrative staff.

"Committee" means the Self-Funded Leave Plan Joint Committee established to administer the deferred salary funds, the Committee to comprise two (2) representatives of the Board and three (3) representatives of the Association.

"Contract year" means the twelve (12) month period from July 1 to June 30.

"Current compensation amount" means the total compensation payable by the Board to the participant for the contract year, including his/her proper salary and all allowances in accordance with the agreement(s) in force.

"Deferral period" shall be the number of years, not to exceed six (6) years, for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"Deferred compensation amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3, but less all interest paid to the participant in accordance with clause 3.5.

"Eligible employee" means an employee of the Board in continuing employment.

"Eligible financial institution" means any Canadian chartered bank, any trust company authorized to carry on business in the province of British Columbia, and any credit union authorized to carry on business in the province of British Columbia.

"Leave of absence" means a leave as described in Article G.39 (Self-Funded Leave Plan) of the Agreement and clause 4.1 of this Appendix A.

"Memorandum of Agreement" means the agreement described in Schedule A: Self-Funded Leave of Absence Plan.

"Participant" means an eligible employee who has completed a memorandum of agreement and whose application for participation in the plan has been approved by the Superintendent in accordance with clause 2.2.

"Plan" means the Self-Funded Leave Plan set out in this agreement and includes all amendments thereto.

## **2. Application**

### **2.1 Formal Application**

In order to participate in the plan, an eligible employee must make written application to the Board by way of Schedule A: Self-Funded Leave of Absence Plan, by March 31 of the current school year, stating the date when the eligible employee wishes the deferrals to commence.

### **2.2 Approval**

The approval of each application made under clause 2.1 shall be at the discretion of the Board. The Board shall, at least one (1) month prior to the requested commencement of deferrals under the plan, or at a date otherwise agreed between the Board and the Association, advise each applicant of the approval or disapproval of his/her application, and if the latter, an explanation therefore.

### **2.3 Date of Participation**

If the application is approved under clause 2.2, the participation of the eligible employee in the plan will become effective on the date requested by the employee, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the employee.

### **3. Funding for Leave of Absence**

#### **3.1 Compensation Deferred**

During each year of the deferral period, the participant will receive his/her current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement, which is to be retained by the Board, and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

#### **3.2 Maximum Percentage Deferred**

The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third percent (33 1/3%).

#### **3.3 Investment of Deferred Compensation**

The monies retained by the Board for each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.5) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days. The Committee shall choose such eligible financial institution and, in making such determination, the Board, the Association and members of the Committee shall not be liable to any participant for any investments made which are authorized by this clause.

#### **3.4 Insolvency**

In the event that any of the monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institution, the Board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.

#### **3.5 Payment of Accrued Interest**

The eligible financial institution shall pay the accrued interest on each December 31 to the participant.

#### **3.6 Reporting to Participants**

The Board shall make, no later than July 31 of each year, an annual report to each participant as to the deferred compensation amount held as at June 30.

### **4. Taking of Leave of Absence**

#### **4.1 Minimum Length of Leave**

The leave of absence shall occur according to, and be governed by, provisions established by Article G.39 (Self-Funded Leave Plan). Without limiting this generality, the leave of absence shall be for not less than six (6) consecutive months.

#### 4.2 Manner of Payment During Leave

The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of the leave, but in any event, payments shall not be more frequently than provided for the payment of regular salaries and all amounts payable shall be paid to the participant no later than the end of the first taxation year this commences after the end of the deferral period.

#### 4.3 Amount of Payment During Leave

The total of the payments to be made to a participant, in accordance with clause 4.2, during a leave of absence, shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of the participant.

#### 4.4 Board's Right to Defer Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in Schedule A: Self-Funded Leave of Absence Plan, the Board, upon not less than six (6) months notice prior to the scheduled date for the commencement of the leave, may at its discretion, defer the leave of absence on one (1) occasion only for one (1) school year. In such case, the participant may choose to remain in the plan or may withdraw from the plan.

#### 4.5 Participant's Right to Defer Leave

Notwithstanding the period of leave specified in Schedule A: Self-Funded Leave of Absence Plan, a participant may, on one (1) occasion only, with the consent of the Board, given not less than six (6) months notice prior to the scheduled date for the commencement of the leave, postpone such leave for one (1) year.

#### 4.6 Leave of Absence

Unless provided for under clauses 4.4 or 4.5, the leave of absence shall normally follow immediately after the deferral period.

#### 4.7 Return to Employment

The participant shall return to employment with the Board, or with an employer that participates in the same or a similar plan to fund leaves of absence, for a period not less than the period of leave. The participant will be assigned to the same or comparable position to the position held before the leave was taken.

### 5. **Withdrawal**

#### 5.1 Termination of Employment

A participant who ceases to be employed by the Board also terminates participation in the plan.

## 5.2 Withdrawal from the Plan

With the consent of the Committee, a participant may withdraw from the plan, upon giving written notice of withdrawal, not less than six (6) months prior to the date on which the leave of absence is to commence.

## 5.3 Payment

Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date, but not later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made, the Board shall not have further liability to the participant.

## 5.4 Upon Death

Should a participant die, the Board shall, within sixty (60) days notification of such **death**, pay any deferred compensation amount retained at the time of death to the participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

## 6. Termination or Amendment of Plan

### 6.1 Agreement

The plan may be amended or terminated by mutual agreement between the Board and the Association.

## 7. General

### 7.1 Collective Agreement Conditions

The matters of the assignment on return from leave, the salary and benefits after the leave, seniority and salary increment credits during the leave, and the payment of benefits and pension contributions during the leave, are dealt with through the Collective Agreement in Article G.39 (Self-Funded Leave Plan).

# SCHEDULE A: SELF FUNDED LEAVE APPLICATION

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Employee Number: \_\_\_\_\_  
Date of Birth (y/m/d): \_\_\_\_\_ Social Insurance Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

I have read the terms and conditions of the Self-Funded Leave Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

**1. Commencement Date**

My enrollment in the plan and the deferrals shall become effective (y/m/d): \_\_\_\_\_

**2. Number of Years of Participation**

I shall participate in the Plan for \_\_\_\_\_ years (not to exceed six (6) years including deferrals in paragraph 3), and my leave of absence shall immediately follow thereafter but subject to the provisions of paragraph 3 below.

**3. Period of Leave**

In accordance with clause 4.6 of the collective agreement, Appendix A, I shall take my leave of absence from (y/m/d) \_\_\_\_\_ to (y/m/d) \_\_\_\_\_ (not to be less than six (6) consecutive months), but in accordance with clause 4.5 of Appendix A of the Agreement. I may, with the consent of the District, postpone on one (1) occasion only, such leave for one (1) year, and the District shall have the right in accordance with clause 4.4 of Appendix A of the Agreement, to defer such leave for one (1) year.

**4. Funding of Leave**

In accordance with clause 3.1 of Appendix A of the Agreement, I direct the percentage amounts as set out in this section be withheld by the District from my current compensation amount with respect to my application in the Plan for the following school years: (not to exceed thirty-three and one third (33 and 1/3) percent in any one (1) year.

First Year (%): _____	Fourth Year (%): _____
Second Year (%): _____	Fifth Year (%): _____
Third Year (%): _____	Sixth Year (%): _____

Or For All Years (%): \_\_\_\_\_

I understand that by written notice to the District, one (1) month before my anniversary in the Plan, I may alter the percentage amount for the next or subsequent years.

**5. Return of Employment**

I understand I must return to employment with the District or with an employer with the same or a similar Plan for a period of time not less than the period of leave.

6. This plan is not established to provide benefits on or after my retirement.

7. Interest will be paid by December 31 for the previous calendar year.

8. I agree and authorize the District to provide the plan administrator/Trust company with my social insurance number and date of birth.

Participant Signature: \_\_\_\_\_ Date (y/m/d): \_\_\_\_\_

Agreed by the School District

Superintendent or designate: \_\_\_\_\_ Date (y/m/d): \_\_\_\_\_

## **APPENDIX B: TEACHERS' SUPPLEMENTAL EMPLOYMENT BENEFITS (S.U.B.) PLAN (LOCAL)**

### **Maternity Leave and Adoption Leave**

1. The following group of employees are covered by the plan: all North Vancouver School District employees who are certified as members of the North Vancouver Teachers' Association, other than teachers on call.
2. The plan is to supplement the Employment Insurance benefits received by employees for temporary unemployment caused by maternity leave or adoption leave.
3.
  - a. Employees must prove that they have applied for and are in receipt of Employment Insurance benefits in order to receive payment under the plan.
  - b. The S.U.B. plan benefits are payable for a period during which an employee is not in receipt of E.I. if the only reason for non-receipt is that the claimant is serving the two (2) week waiting period and such waiting period is part of the regular school work year.
4. The maternity leave benefit level paid under this plan is set at ninety-five percent (95%) of the employee's regular weekly earnings for the first two (2) weeks and seventy percent (70%) for a further fifteen (15) weeks provided that this time is part of the regular school work year.

The adoption parental leave benefit level paid under this plan is set at ninety-five percent (95%) of the employees' regular weekly earnings for the first two (2) weeks and seventy percent (70%) for a further ten (10) weeks provided that this time is part of the regular school work year.

In any week, the total amount of the S.U.B. plan payments and the weekly rate of E.I. benefits will not exceed ninety-five percent (95%) of the employee's weekly earnings.

5. This SUB plan benefit will be paid for seventeen (17) weeks for maternity leave and twelve (12) weeks for adoption leave inclusive of the E.I. two (2) week waiting period.
6.
  - a. The plan is financed by the employer's general revenues.
  - b. S.U.B. plan payments will be kept separate from payroll records.
7. The employer will inform the Canada Employment Insurance Commission (CEIC) in writing of any changes to the plan within thirty (30) days of the effective date of the change.
8. Employees do not have a right to S.U.B. plan payments except for supplementation of E.I. benefits for the unemployment period as specified in the plan.
9. S.U.B. plan payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

Date signed: December 11, 1991

## **APPENDIX C: TEACHER ON CALL EVALUATION GUIDELINES (LOCAL)**

### **The Evaluation Purpose**

The purpose of teacher on call evaluation is to assess employee competency. The standards that will be applied are Satisfactory or Less Than Satisfactory. Teacher on call evaluations must involve qualitative judgments of the Performance Criteria developed by the Teacher on Call Evaluation Joint Committee. These criteria are:

- Instructional Skills
- Classroom Management
- Student Discipline
- Communication Skills
- Relationship with Students

When a teacher on call is evaluated using this form, the resulting evaluation does not supplant further evaluations as per Article E.25 (Evaluation of Employees).

#### **1. General Guidelines**

- a. In cases where no previous formal report has been filed in the district, or where employee competence is in question, evaluation reports shall be prepared only by the principal of the school to which that employee is assigned, or by a higher level administrator. In a secondary school the vice-principal may prepare the evaluation report with agreement of the teacher on call. For all other formal reports, any administrator of the Board may write the report.
- b. When a teacher on call requests an evaluation, any administrator of the Board may write the report.
- c. Each teacher on call may receive a maximum of three (3) evaluations as a teacher on call.
- d. When a teacher on call has been assigned to a school for five (5) days, two (2) of which are in the same assignment, an evaluation may occur. These conditions may be waived when a teacher on call requests an evaluation.
- e. Once the conditions in 1.d above are met each evaluation shall consist of a minimum of two (2) observations on the same day by the same administrator unless the teacher on call and administrator agree that the first observation is sufficient.
- f. The teacher on call and administrator shall seek mutual agreement on times of observations for the purpose of conducting an evaluation. If agreement is not reached the administrator shall choose one (1) observation time and the teacher on call shall choose one (1) observation time within the day of the evaluation.
- g. Observations of a teacher on call for the purpose of conducting the evaluation shall occur in an area of his/her expertise and experience.
- h. In the event of a Less Than Satisfactory evaluation report, notification will be made to the President of the Association within five (5) days after issuance of the report.



## 2. **Performance Criteria and Standards – Teacher on Call**

The evaluation of teachers on call will be based upon the following criteria. The descriptors under each criterion are guidelines to be used where applicable depending on the nature and length of assignment.

### a. **Instructional Skills**

- i. demonstrates knowledge of subject matter;
- ii. daily or unit planning based on course or teacher objectives;
- iii. clarity of purpose and content of lesson;
- iv. demonstrates a variety of teaching strategies and motivational techniques;
- v. employs complementary activities (reinforcement, remedial and/or practice);
- vi. encourages active student involvement;
- vii. presents material in a clear logical manner;
- viii. adjusts course objectives and lesson plans to adapt to class needs;
- ix. where appropriate, identifies and provides for individual differences.

### b. **Classroom Management**

- i. provides a classroom environment which facilitates learning;
- ii. uses time and space efficiently;
- iii. organizes and performs routine tasks effectively.

### c. **Student Discipline**

- i. actively promotes positive interaction;
- ii. defines appropriate behaviour and consequences;
- iii. monitors student behaviour and work habits;
- iv. responds effectively to unanticipated student behaviour;
- v. disciplines students in a fair and respectful manner.

### d. **Communication Skills**

- i. establishes clear expectations of students;
- ii. maintains open communication with students;
- iii. utilizes appropriate language and questioning techniques;
- iv. encourages questions and exploration of various aspects of the material presented;
- v. assesses students' understanding of material.

### e. **Relationship with Students**

- i. shows respect for students;
- ii. builds good rapport with students;
- iii. deals with students in a fair, consistent and mature manner;
- iv. is tactful and courteous in dealing with sensitive/difficult situations;
- v. handles individual student concerns and situations in a respectful manner.

**NORTH VANCOUVER SCHOOL DISTRICT  
TEACHER ON CALL EVALUATION FORM**

Name \_\_\_\_\_ Assignment \_\_\_\_\_  
 School \_\_\_\_\_ Length of Assignment at Time of Evaluation: \_\_\_\_\_ (Days)  
 Date \_\_\_\_\_

*Instructional Skills*

*Classroom Management*

*Student Discipline*

*Communication Skills*

*Relationship with Students*

*Evaluator's Summary Statement*

I find this employee's overall performance to be:  
 Satisfactory       Less Than Satisfactory

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

\_\_\_\_\_  
 Signature of Evaluator                                  Date

\_\_\_\_\_  
 Signature of Employee                                  Date

Three signed copies: Teacher on Call \_\_\_      Evaluator \_\_\_      Human Resources \_\_\_

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