

**LOCAL and PROVINCIAL MATTERS AGREEMENT**

**A Working Document**

**BETWEEN -**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/  
The Board of School Trustees in School District No. 52 (Prince Rupert)  
(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION/  
The Prince Rupert District Teachers' Association  
(The "Local")**

**AS IT APPLIES IN S.D. #52 (PRINCE RUPERT)**

**Effective July 1, 2001 to June 30, 2004**

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F. and B.C.P.S.E.A. 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.



# 2001— 2004 PROVINCIAL COLLECTIVE AGREEMENT

## TABLE OF CONTENTS

SECTION A - THE COLLECTIVE BARGAINING RELATIONSHIP	8
ARTICLE A.1: TERM, CONTINUATION AND RENEGOTIATION [ <i>PCA A.1</i> ]	8
ARTICLE A.2: RECOGNITION OF THE UNION [ <i>PCA A.2</i> ]	9
ARTICLE A.3: MEMBERSHIP REQUIREMENT [ <i>PCA A.3</i> ]	9
ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION [ <i>PCA A.4</i> ]	9
ARTICLE A.5: COMMITTEE MEMBERSHIP [PCA A.5]	10
ARTICLE A.6: GRIEVANCE PROCEDURE [PCA A.6]	10
1. Preamble	10
2. Step One	11
3. Step Two	11
4. Step Three	11
5. Omitting Steps	11
6. Referral to Arbitration: Local Matters	12
7. Referral to Arbitration: Provincial Matters	12
8. Arbitration (Conduct of)	12
9. General	13
ARTICLE A.7: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS [PCA A.7]	14
ARTICLE A.8: LEGISLATIVE CHANGE [PCA A.8]	14
ARTICLE A.11 – UNION SECURITY	15
A11.7 No Contracting Out	15
A11.8 Teachers' Assistants, Aides, Child Care Workers and Volunteers	15
ARTICLE A12 - MANAGEMENT RIGHTS	15
ARTICLE A13 - UNION RIGHTS	15
A13.1 PRDTU President's Release Time	15
A13.2 Release Time for PRDTU Business	16
A13.3 Local Contract Negotiations	17
A13.4 PRDTU Staff Representatives	17
A13.5 Release Time for BCTF, CTF, and College of Teachers' Business	17
A13.6 PRDTU Access to Worksite and School Facilities	18
A13.7 Bulletin Boards	18
A13.8 Internal Mail	18
A13.9 Use of Equipment	18
A13.10 Copy of Agreement	19
A.13.11 List of All Teachers	19
ARTICLE A14 - EXCLUSIONS FROM THE BARGAINING UNIT	19
ARTICLE A15 - LABOUR DISPUTES/PICKET LINES	19
ARTICLE A16 - ABEYANCE OF CONTRACT	20
SECTION B - SALARIES AND ECONOMIC BENEFITS	21
ARTICLE B.1: SALARY [ <i>PCA B.1</i> ]	21
B1.2 Salary Schedules	21
B1.3 Placement on Scale	23
B1.4 Experience	24
B1.5 Special Allowances	25

B1.6	Other Summer Employment	27
B1.7	Summer School Teachers	27
B1.8	Mileage Allowance	27
B1.9	Part-time Teachers' Pay	27
B1.10	Payment of Salary	27
B1.11	Work Year	28
B1.12	Positions of Special Responsibility	29
B1.13	No Cuts in Salary	29
B1.14	Early Retirement Plan	29
ARTICLE B.2: TEACHER ON CALL PAY AND BENEFITS <i>[PCA B.2]</i>		29
B2.7	Teacher-on-Call Salary	30
ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION		31
ARTICLE B.4: EI REBATE <i>[PCA B.4]</i>		32
ARTICLE B.5: REGISTERED RETIREMENT SAVINGS PLAN <i>[PCA B.5]</i>		32
ARTICLE B12 - ECONOMIC BENEFITS		33
B12.1	General Benefits	33
B12.2	Benefits Coverage	34
B12.3	Death Benefits	35
B12.4	Supplemental Employment Benefits on Maternity Leave	35
B12.5	Accident Disability	36
B12.6	Vandalism Compensation: Employees' Motor Vehicles	36
B12.7	Teachers' Equipment Loss or Damage	37
SECTION C - EMPLOYMENT RIGHTS		38
ARTICLE C.1: RESIGNATION <i>[PCA C.1]</i>		38
ARTICLE C11 - TEACHER APPOINTMENT STATUS		38
ARTICLE C12 - REPRESENTATION RIGHTS AND DUE PROCESS		39
ARTICLE C13 - DISMISSAL FOR TEACHING PERFORMANCE		40
ARTICLE C14 - TEMPORARY APPOINTMENTS		40
ARTICLE C15 - TEACHERS-ON-CALL		41
C15.5	Continuity of Assignment:	42
ARTICLE C16 - FALSE ACCUSATIONS		43
ARTICLE C17 - CONDUCT OF A TEACHER		43
ARTICLE C18 - STUDENT/PARENT APPEALS		44
ARTICLE C19 - SENIORITY, LAYOFF, RECALL AND SEVERANCE PAY		44
C19.1	Application	44
C19.2	Principle of Security	44
C19.3	Seniority	44
C19.4	Qualifications	45
C19.5	Termination Procedure	45
C19.6	Severance Pay	46
C19.7	Recall/Re-Engagement Alternative	46
C19.8	Re-Engagement List	47
C19.9	Sick Leave	48
C19.10	Benefits	48
SECTION D - WORKING AND LEARNING CONDITIONS		49
ARTICLE D.1 INTENTIONALLY LEFT BLANK - REMOVED BY LEGISLATION		49

ARTICLE D11 - SECONDARY WORK ASSIGNMENT – REMOVED BY LEGISLATION	49
ARTICLE D13 - INSTRUCTION TIME	49
D13.1 Teachers' Regular Work Year	49
D13.2 Instructional Time	50
D13.3 School Closure for Health or Safety Reasons	51
ARTICLE D14 - PREPARATION/PLANNING TIME	51
ARTICLE D15 - DUTY FREE LUNCH PERIOD	52
ARTICLE D16 – HOME EDUCATION	53
ARTICLE D17 - EXTRA CURRICULAR ACTIVITIES	53
ARTICLE D18 - AVAILABILITY OF TEACHERS-ON-CALL	53
ARTICLE D19 - TECHNOLOGICAL CHANGE	54
ARTICLE D20 - CURRICULUM/PROGRAM IMPLEMENTATION	54
ARTICLE D21 - STUDENT MEDICATION	55
ARTICLE D22 - STAFF MEETINGS	55
ARTICLE D23 - DISTRICT HEALTH AND SAFETY COMMITTEE	55
<b>SECTION E - PERSONNEL PRACTICES</b>	<b>57</b>
ARTICLE E.1: NON-SEXIST ENVIRONMENT [ <i>PCA E.1</i> ]	57
ARTICLE E.2: HARASSMENT/SEXUAL HARASSMENT [ <i>PCA E.2</i> ]	57
1. General	57
2. Definitions	57
3. Resolution Procedure	58
4. Remedies	59
5. Training	60
ARTICLE E11 - POSTING AND FILLING OF VACANT POSITIONS	60
E11.1 Definitions	60
ARTICLE E12 - BOARD INITIATED TEACHER REASSIGNMENT	63
ARTICLE E13 - TEACHER PERFORMANCE EVALUATION	63
ARTICLE E14 - NON-DISCRIMINATION	66
ARTICLE E15 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM	66
ARTICLE E16 - PERSONNEL FILES	66
ARTICLE E17 - JOB SHARING	67
<b>SECTION F - PROFESSIONAL DEVELOPMENT AND IMPROVEMENT</b>	<b>68</b>
ARTICLE F1 - JOINT PROFESSIONAL DEVELOPMENT	68
ARTICLE F2 - PROFESSIONAL IMPROVEMENT	68
ARTICLE F3 - NON-INSTRUCTIONAL DAYS	69
ARTICLE F4 - PROFESSIONAL AUTONOMY	69
ARTICLE F5 - EFFECTIVE EDUCATIONAL CHANGE	70
<b>SECTION G - LEAVE OF ABSENCE</b>	<b>71</b>
ARTICLE G1 - SICK LEAVE	71
ARTICLE G2 - ANNUAL LEAVE OF ABSENCE	72
ARTICLE G3 - MATERNITY/ADOPTION/LEGAL GUARDIANSHIP/PARENTAL LEAVE:	73

G3.1	G3.1.1 Maternity Leave:	73
G3.3	Childraising Leave:	73
G3.5	Returning from Maternity/Adoption/Legal Guardianship/Parental Leave:	74
G3.6	Fringe Benefits:	74
ARTICLE G4	- PATERNITY/ADOPTION LEAVE	75
ARTICLE G5	- ILLNESS OF A FAMILY MEMBER	75
ARTICLE G6	- BEREAVEMENT	76
ARTICLE G7	- JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS	76
ARTICLE G8	- PUBLIC OR CIVIC DUTY	76
ARTICLE G9	- EARLY LEAVE FOR SUMMER STUDIES	77
ARTICLE G10	- SPECIAL VILLAGE TEACHER PERSONAL LEAVE	77
ARTICLE G11	- PERSONAL/DISCRETIONARY LEAVE	77
ARTICLE G12	- BOARD'S DISCRETIONARY LEAVE	78
ARTICLE G13	- SHORT-TERM LEAVE FOR EDUCATIONAL WORK APART FROM TEACHERS' REGULARLY ASSIGNED DUTIES	78
APPENDIX A		80
MEDICAL TRAVEL BENEFITS PLAN		80
APPENDIX B		83
Re: School Based Staffing Situation		83
PROVINCIAL LETTERS OF UNDERSTANDING/INTENT		84
L.O.U. 1	Designation of Provincial and Local Matters	84
Re: Designation of Provincial and Local Matters		84
APPENDIX 1	- PROVINCIAL MATTERS	85
APPENDIX 2	- LOCAL MATTERS	94
L.O.U. 2	IMPLEMENTATION OF ART. E.2 HARASSMENT/SEXUAL HARASSMENT	99
L.O.U. 3	SCHOOL DISTRICT HOUSING – LOCAL JOINT COMMITTEES	100
L.O.I. 1	BCTF/BCPSEA SCHOOL DISTRICT HOUSING – PROVINCIAL COMMITTEE	101
BRITISH COLUMBIA TEACHERS' FEDERATION		101



## SECTION A - THE COLLECTIVE BARGAINING RELATIONSHIP

### ARTICLE A.1: TERM, CONTINUATION AND RENEGOTIATION [PCA A.1]

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2001 to June 30, 2004. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a collective agreement for the subsequent period.
2. In the event that a new collective agreement is not in place by June 30, 2004, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition is amended or modified by or under the *Education Services Collective Agreement Act* or in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate the terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local union and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to paragraph (b) below.
  - b. A local union and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with *Public Education Labour Relations Act*.



## **ARTICLE A.2: RECOGNITION OF THE UNION [PCA A.2]**

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

## **ARTICLE A.3: MEMBERSHIP REQUIREMENT [PCA A.3]**

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Local(s) in the district(s) in which they are employed, subject to Clause 2 of this article.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective Local in accordance with this Collective Agreement.

## **ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION [PCA A.4]**

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the Local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the Local respectively. The employer further agrees to deduct levies of the BCTF or of the Local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to

the Local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.

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 [PCA A.5]**

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

#### **ARTICLE A.6: GRIEVANCE PROCEDURE [PCA A.6]**

##### **1. Preamble**

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

##### **Steps in Grievance Procedure**

## **2. Step One**

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

## **3. Step Two**

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in paragraph (2a) the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the Local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the Local, and attempt to resolve the grievance.
- b. The grievance shall be presented in writing giving the general nature of the grievance.

## **4. Step Three**

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in paragraph (3a) the Local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two representatives of the Local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

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

- i. the number of representatives of each party at Step Three shall be three;  
[A.6.4.a.i is applicable in SD 52.]  
and/or
  - ii. at least one of the employer representatives shall be a trustee.  
[A.6.4.a.ii is not applicable in SD 52.]
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

## **5. Omitting Steps**

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.

- b. Grievances of general application may be referred by the Local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

**6. Referral to Arbitration: Local Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in paragraph (4), the Local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

**7. Referral to Arbitration: Provincial Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in paragraph (4), the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in 7.a and 7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.

**8. Arbitration (Conduct of)**

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an

arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
  - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
  - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

## **9. General**

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

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

#### **ARTICLE A.7: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS [PCA A.7]**

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

#### **ARTICLE A.8: LEGISLATIVE CHANGE [PCA A.8]**

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

## **LOCAL PROVISIONS**

### **ARTICLE A.11 – UNION SECURITY**

#### **A11.7 No Contracting Out**

Work normally and regularly performed by members of the bargaining unit as part of normal and regular educational duties shall not be contracted out.

#### **A11.8 Teachers' Assistants, Aides, Child Care Workers and Volunteers**

A11.8.1 All assistants, aides and child care workers assigned for the purpose of assisting teachers in carrying out their responsibilities, and all others volunteering to assist classroom teachers, shall be under the direction of the teacher(s) being supported and under the supervision of the corresponding Administrative Officer(s).

A11.8.2 Assistants, aides, child care workers and volunteers shall not perform the duties of teachers.

A11.8.3 Teachers shall not be required to write formal evaluations on teacher assistants, aides, and child care workers. Teachers, however, may provide the Administrative Officer with notes or comments that would assist the Administrative Officer in completing the formal evaluation of such employees.

### **ARTICLE A12 - MANAGEMENT RIGHTS**

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

### **ARTICLE A13 - UNION RIGHTS**

#### **A13.1 PRDTU President's Release Time**

A13.1.1 A teacher elected to the position of President of the PRDTU shall, at union request, be granted leave of absence from teaching duties for one year. The leave of absence request shall be for either 100%, 60%, 50% or 40% leave and the final determination of such percentage shall be subject to Board approval which shall not be unreasonably withheld. The Board's determination shall be made within fifteen (15) days of receiving the leave request.

- A13.1.2 Requests for such leave shall be in writing and received by the Superintendent of Schools prior to May 31st preceding the school year for which the leave is requested.
- A13.1.3 The Board will continue to pay the president's salary and to provide benefits as specified in the agreement. The PRDTU shall reimburse the Board for such salary and benefit costs, except for the employer share of Teachers' Pension Plan contributions, upon receipt of a monthly statement.
- A13.1.4 Such leave shall be counted for purposes of pension, experience, sick leave and seniority. The President shall inform the Board of absence due to illness, and such absence will be deducted from accumulated sick leave.
- A13.1.5 The teacher returning to full teaching duties from a term or terms as president shall, where practicable, be assigned to his/her previous position; or, where impracticable, to a position comparable to that held prior to the release.

**A13.2 Release Time for PRDTU Business**

- A13.2.1 PRDTU Staff Representatives, together with those additional PRDTU executive members required as facilitators, shall be entitled to one days paid leave of absence per year to take part in a staff representative training program. The Board shall be reimbursed by the PRDTU for any teacher on call costs or replacement teacher costs incurred resulting from such leaves of absence.
- A13.2.2 Subject to a maximum of 70 days in total for all members of the PRDTU, each member of the PRDTU shall be entitled to five (5) days paid leave of absence per year to carry out PRDTU business. For each day used, the cost of any teacher on call or replacement teacher will be reimbursed to the Board by the PRDTU.
- A13.2.3 The leaves covered under paragraph A13.2.2 are in addition to those set out in paragraph A13.2.1, clauses A13.3, A13.4, A13.5, and Article A.6.
- A13.2.4 With the exception of Executive Committee involvement in Staff Representative training, the total number of release time leaves granted under this article at the same time shall not exceed three (3) unless special circumstances arise and the Board agrees to additional release time.
- A13.2.5 Release time under this clause will not be granted unless the Board can obtain the services of a satisfactory teacher on call or replacement teacher.



### **A13.3 Local Contract Negotiations**

The Board agrees to permit paid short-term leave of absence for a maximum of six (6) teachers for the purposes of attending scheduled negotiations meetings with the Board negotiating committee and for this purpose the PRDTU agrees to compensate the Board for any teacher on call or replacement teacher costs.

### **A13.4 PRDTU Staff Representatives**

A13.4.1 PRDTU Staff Representatives shall arrange to conduct grievance investigation and other local union business in cooperation with the School Administrator. All reasonable efforts will be made to avoid disrupting classroom or other school business.

A13.4.2 Where teacher on call costs are involved in a union staff representative accompanying a teacher, at that teacher's request, to a meeting called by either a school administrative officer or a district staff member, those costs shall be assumed by the Board.

A13.4.3 Where PRDTU Staff Representatives are requested by the Board to meet on union-management matters, they shall suffer no loss of pay for time so spent, nor shall the PRDTU be required to compensate for teacher on call or replacement teacher costs.

### **A13.5 Release Time for BCTF, CTF, and College of Teachers' Business**

A13.5.1 Subject to two weeks notice, the Board shall grant leave to a teacher who is:

- (a) a member of the Executive Committee or the Representative Assembly of the BCTF or is a member of the British Columbia College of Teachers' (BCCT) Council; to a maximum of 10 days in any one school year inclusive of paragraph A13.5.1(b).
- (b) a committee or task force member of either the BCTF, the CTF, or the BCCT Council to a maximum 7 days per employee in any one school year.

If special circumstances arise and the Board agrees, then additional leave may be granted. No such leave shall be granted unless the Board can obtain the services of a satisfactory teacher on call or replacement teacher. The cost of a teacher on call will be reimbursed to the Board except where a replacement teacher is used and the corresponding lower rate applies.

A13.5.2 A teacher who is elected to a full-time position as an officer of the BCTF or who is appointed to a full-time term contract of employment with the BCTF shall be granted a leave of absence without pay on a year by year basis. During the first year of such an assignment, for

purposes of experience and seniority, the employee shall be deemed to be in the full employ of the Board.

A13.5.3 The teacher returning to full teaching duties from a term or terms with the BCTF shall, where practicable, be assigned to his/her previous position; or where impracticable, to a position comparable to that held prior to the release.

#### **A13.6 PRDTU Access to Worksite and School Facilities**

A13.6.1 Should the PRDTU wish to transact PRDTU business on school property, permission should be requested of the School Principal, where practicable, not less than three (3) days prior to the desired date.

A13.6.2 It is understood that such business will be transacted outside of regular instructional hours and shall not interfere with scheduled teacher duties or school meetings.

A13.6.3 Approval will not be unreasonably withheld.

A13.6.4 From time to time the PRDTU may wish access to school rooms for meetings and other union activities. Such access will be subject to room availability and approval of the School Principal.

#### **A13.7 Bulletin Boards**

A13.7.1 The Board shall provide a bulletin board in each school-site staffroom for the exclusive use of the PRDTU. The use of these bulletin boards shall be restricted to the business affairs of the Union.

A13.7.2 It is recognized by the PRDTU that both students and general public have access to school staffrooms.

#### **A13.8 Internal Mail**

The PRDTU shall have access to the district mail service and employee mail boxes, free of charge, for communication to bargaining unit members.

#### **A13.9 Use of Equipment**

School and/or Resource Centre equipment used by the PRDTU will be with the approval of the corresponding supervising Administrative Officer and any additional costs associated with the use of that equipment shall be borne by the PRDTU.

**A13.10 Copy of Agreement**

- A13.10.1 The Board shall provide every employee with a printed copy of this agreement as soon as reasonably possible after the satisfactory conclusion of negotiations.
- A13.10.2 A French translation of the agreement shall be made available upon the request of a teacher. All costs shall be shared equally by the Board and the PRDTU.
- A13.10.3 Should there be difference(s) in interpretation between the English and the French copies of the contract, the English copy shall be deemed the official copy.

**A.13.11 List of All Teachers**

The Board should forward to the Union a list of all teachers employed by the Board with category, experience, salary, allowances and bonuses paid not later than October 15<sup>th</sup> of every year. When teachers are employed after that date, the Union is to be advised not later than the first payroll date after the month of hiring.

**ARTICLE A14 - EXCLUSIONS FROM THE BARGAINING UNIT**

Any position of special responsibility presently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties. New administrative officer appointments will not be made by the Board without prior consultation with the PRDTU.

**ARTICLE A15 - LABOUR DISPUTES/PICKET LINES**

- A15.1 All teachers covered under this Agreement may, as a matter of conscience, refuse to cross or work behind a legal picket line. Any such absence shall be considered to be absence without leave and pay shall be deducted at the daily rate.
- A15.2 The Board shall not require, nor direct teachers covered under this Agreement to work or carry out duties normally performed by employees engaged in a legal strike or lockout, except for emergent matters which would threaten the safety or well being of students.
- A15.3 Students shall have access to school, without interference, during a legal strike. Students or volunteers shall not be required or requested to carry out duties normally performed by employees engaged in a legal strike or lockout.

## **ARTICLE A16 - ABEYANCE OF CONTRACT**

- A16.1 Should either the Board or the PRDTU believe, because of special circumstances, that adherence to particular clauses in contract will impinge upon decision making in the best interests of the district, then
- A16.1.1 The concerned party may opt to notify the other in writing of the circumstances involved and the clause(s) at issue, and to request a meeting for the purpose of mutually resolving the issue in the best interests of the district.
  - A16.1.2 The notified party shall have full discretion whether to agree to such a meeting.
  - A16.1.3 Should the meeting take place, it is acceptable, by invoking this clause, to hold mutually agreed upon contract language in abeyance to allow joint resolution of the specific issue being considered.
  - A16.1.4 Any agreement under this clause is limited to the bargaining authority of the Local and the District pursuant to *PELRA* and Provincial Letter of Understanding No. 1. Should the desired agreement concern a Provincial Matter, the agreement is subject to the written approval of the BCPSEA and BCTF.

## SECTION B - SALARIES AND ECONOMIC BENEFITS

### **ARTICLE B.1: SALARY [PCA B.1]**

B1.1 The Salary Grids in the Local Agreement have been revised to reflect the following general increases to salaries:

- a. Effective July 1, 2001: 2.5 % increase
- b. Effective July 1, 2002: 2.5 % increase
- c. Effective July 1, 2003: 2.5% increase

### ***Local Provisions for Salaries and Allowances***

#### **B1.2 Salary Schedules**

B1.2.1 Except as otherwise specifically provided in the terms of this Agreement, the annual salary of each teacher employed by this district prior to June 30, 1994, or those whose employment commences on or after June 30, 1994, who have previous experience to which this Agreement applies, shall be determined in accordance with the following schedule commencing on the dates indicated.

B1.2.2 The annual salary of each teacher whose employment with this district commences on or after June 30, 1994, and who has no previous teaching experience anywhere shall be determined in accordance with the following schedule:

<b>Salary Grid Effective July 1, 2001</b>								
	B.1.2.1				B.1.2.2			
	3/EA	4/PC	5/PB	6/PA(M)	3/EA	4/PC	5/PB	6/PA(M)
0	35,668	36,691	39,847	42,938	37,527	38,516	42,071	45,460
1	37,527	38,516	42,071	45,460	39,386	40,341	44,295	47,982
2	39,386	40,341	44,295	47,982	41,245	42,166	46,519	50,504
3	41,245	42,166	46,519	50,504	43,104	43,991	48,743	53,026
4	43,104	43,991	48,743	53,026	44,963	45,816	50,967	55,548
5	44,963	45,816	50,967	55,548	46,822	47,641	53,191	58,070
6	46,822	47,641	53,191	58,070	48,681	49,466	55,415	60,592
7	48,681	49,466	55,415	60,592	50,540	51,291	57,639	63,114
8	50,540	51,291	57,639	63,114		53,116	59,863	65,636
9		53,116	59,863	65,636		54,941	62,087	68,158
10		54,941	62,087	68,158				
++	52,399	56,766	64,311	70,680	52,399	56,766	64,311	70,680
Incr	1,859	1,825	2,224	2,522	1,859	1,825	2,224	2,522

<b>Salary Grid Effective July 1, 2002</b>								
	B.1.2.1				B.1.2.2			
	3/EA	4/PC	5/PB	6/PA(M)	3/EA	4/PC	5/PB	6/PA(M)
0	36,564	37,604	40,839	44,012	38,469	39,475	43,119	46,597
1	38,469	39,475	43,119	46,597	40,374	41,346	45,399	49,182
2	40,374	41,346	45,399	49,182	42,279	43,217	47,679	51,767
3	42,279	43,217	47,679	51,767	44,184	45,088	49,959	54,352
4	44,184	45,088	49,959	54,352	46,089	46,959	52,239	56,937
5	46,089	46,959	52,239	56,937	47,994	48,830	54,519	59,522
6	47,994	48,830	54,519	59,522	49,899	50,701	56,799	62,107
7	49,899	50,701	56,799	62,107	51,804	52,572	59,079	64,692
8	51,804	52,572	59,079	64,692		54,443	61,359	67,277
9		54,443	61,359	67,277		56,314	63,639	69,862
10		56,314	63,639	69,862				
++	53,709	58,185	65,919	72,447	53,709	58,185	65,919	72,447
Incr	1,905	1,871	2,280	2,585	1,905	1,871	2,280	2,585

<b>Salary Grid Effective July 1, 2003</b>								
	B.1.2.1				B.1.2.2			
	3/EA	4/PC	5/PB	6/PA(M)	3/EA	4/PC	5/PB	6/PA(M)
0	37,475	38,542	41,860	45,108	39,428	40,460	44,197	47,758
1	39,428	40,460	44,197	47,758	41,381	42,378	46,534	50,408
2	41,381	42,378	46,534	50,408	43,334	44,296	48,871	53,058
3	43,334	44,296	48,871	53,058	45,287	46,214	51,208	55,708
4	45,287	46,214	51,208	55,708	47,240	48,132	53,545	58,358
5	47,240	48,132	53,545	58,358	49,193	50,050	55,882	61,008
6	49,193	50,050	55,882	61,008	51,146	51,968	58,219	63,658
7	51,146	51,968	58,219	63,658	53,099	53,886	60,556	66,308
8	53,099	53,886	60,556	66,308		55,804	62,893	68,958
9		55,804	62,893	68,958		57,722	65,230	71,608
10		57,722	65,230	71,608				
++	55,052	59,640	67,567	74,258	55,052	59,640	67,567	74,258
Incr	1,953	1,918	2,337	2,650	1,953	1,918	2,337	2,650

## **B1.3**

### **Placement on Scale**

- B1.3.1 Placement on the Salary Grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, subject to provisions of this contract, and in accordance with years of experience as determined by clause B1.4 of this agreement.
- B1.3.2 At the time of appointment, the Board shall advise the teacher, in writing, of documentation required to establish initial scale placement and the requirement of the teacher to advise the Board if there will be any difficulties in meeting scale placement deadlines.
- B1.3.3 Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in category or certification.
- B1.3.4 The teacher shall advise the Board, in writing, of unexpected delays in obtaining necessary documentation and request an extension of the time limits. Such a request shall not be unreasonably denied.
- B1.3.5 The Board shall notify the teacher of scale placement and category forthwith after assessing the documentation referred to in paragraph B1.3.3. Should documentation be incomplete, the Board shall notify the teacher and shall provide an interim scale placement until the matter is resolved.
- B1.3.6 A teacher who believes that the scale placement granted has not been in accordance with this agreement must apply to the Secretary-Treasurer for adjustment. If application is made within one (1) month of the notification of scale placement, an adjustment approved shall be retroactive to the date of employment or the date of change in category or certification. For an appeal made after that one (1) month, the adjustment, if approved, shall be effective on the first of the month following the application.
- B1.3.7 Persons holding Letters of Permission whose years of preparation can be equated with years of university training shall be placed:
- (a) in the same category as that which would apply if their total years of training had included one year of teacher preparation provided that they teach at least 50% in their major subject area;
  - (b) in one category below that which would apply if their total years of training had included one year of teacher preparation provided that they teach less than 50% in their major subject area.
- B1.3.8 No teacher shall receive a salary less than category 3/EA minimum.

**B1.3.9**            Permanent Certification Plus 30 Credits

- (a) While remaining in the employ of the School Board, any teacher who obtains 30 credits in university or summer school in excess of the minimum academic requirements for any permanent certification which does not qualify the teacher for higher certification shall receive an additional increment. The amount of money paid each year shall be in accordance with the teacher's certification.
- (b) Courses taken must be in a field of studies that matches the provincial curriculum or local Board-approved curriculum.
- (c) The units must not have been used to obtain present or prior certification.

**B1.4**            **Experience**

- B1.4.1 All teaching experience in government supported and inspected schools shall be recognized and credited for placement on the Salary Grid.
- B1.4.2 Except as excluded in paragraph B1.4.3, B1.4.4 and B1.4.5, an increment shall normally be granted on the anniversary date of employment and each year on that date until the category maximum is reached. Otherwise, increments shall be applied on the first month following the month in which a year's aggregate experience is earned.
- B1.4.3 A continuous teaching appointment of at least one month, excepting those temporary appointments which are granted retroactively under the provisions of paragraph C15.4.1, shall count for increment purposes. An additional increment shall be granted for each ten (10) months' accumulated in these periods. (This clause applies only to teachers to whom a certificate of qualification has been issued according to the Teaching Profession Act).
- B1.4.4 Service on part-time appointments shall be calculated on the basis of percentage of full-time employment.
- B1.4.5 Fractional years of experience accumulated pursuant to paragraphs B1.4.3 and B1.4.4 of the clause may be added together for the granting of increments.
- B1.4.6 Teacher-on-Call teaching does not carry experience credit except as provided in B.2.7.2.



- B1.4.7 Provided that where such leave extends for more than one year only one increment shall be paid in respect of that leave, increments will normally be granted for:
- (a) extended sick leave.
  - (b) successful completion of a full program of university equivalent courses related to the teacher's own sphere of teaching or another sphere of teaching undertaken with prior Board approval.
  - (c) full-time teaching or work as a faculty associate at University or College level.
  - (d) secondment to the Ministry of Education in a direct teacher related capacity.

B1.4.8 Provided that it is directly related to the teacher's main teaching assignment, in addition to experience gained as a teacher, experience gained in another occupation or profession and approved related post-secondary education is recognized for salary placement as follows:

- (a) apprenticeship training or its equivalent and journeyed experience or its equivalent is recognized at the rate of one increment for every two years' experience up to a maximum of three increments for the appropriate salary category; or
- (b) experience in an occupation or profession (where paragraph B1.4.8(a) is not applicable) is recognized at the rate of one increment for every two years experience up to a maximum of three increments for the appropriate salary category.

Teachers in the employ of the district prior to September 1, 1989, who have been receiving increment credit for journeyed experience shall not be adversely affected by this paragraph.

B1.4.9 Full-time or part-time experience as president of the PRDTU shall be credited for increment purposes.

## **B1.5 Special Allowances**

- B1.5.1 Department Heads shall receive allowances at the rate of \$1886/year.
- B1.5.2 The Alternate School Head Teacher shall receive the same annual allowance as a Department Head.
- B1.5.3 Administrative Assistants shall receive an allowance of \$1215/year.

B1.5.4 Teachers holding a valid industrial first aid certificate and acting as designated First Aid Attendant in a school, shall receive an allowance of \$510.00.

Additionally, the Board shall reimburse that teacher for course fees involved in renewal of the certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply for this reimbursement and to provide proof of successful completion of the course.

B1.5.5 Isolation Allowances

B1.5.5.1 Isolation allowances will be paid to teachers in village schools at the rate of:

(a)	Hartley Bay		
	Basic	.	4324.
	Dependent Spouse *	.	1846.
	Dependent Child **	.	1529.
(b)	Kitkatla		
	Basic		3164.
	Dependent Spouse *	.	1318.
	Dependent Child **		1108.
(c)	Port Simpson		
	Basic		1951.
	Dependent Spouse		738.
	Dependent Child		632.

\* -not employed by board

\*\* -not employed by board and paid to only one parent

B1.5.5.2 No reduction in pay will be made for teachers from Hartley Bay, Kitkatla or Port Simpson stranded in Prince Rupert due to cancelled flights.

B1.5.5.3 The isolation allowance will be paid in equal instalments in accordance with established pay procedures.

B1.5.5.4 Village school teachers may request in August or September an advance of \$450.00 which will be repaid to the Board through payroll deductions of \$50.00 per month from October through June.

B1.5.5.5 The Board will assume the cost for all emergency medical flights to Prince Rupert not covered by extended health benefits for teachers and/or dependants.

B1.5.6                    Allowances for Teachers Returning to Village Assignments

- B1.5.6.1            Teachers in the village schools shall receive during the second and each subsequent full year of teaching in the villages a special allowance of \$1530. per year.
- B1.5.6.2            This allowance shall be paid over 2 instalments of \$918. in December and \$612. at the end of June.
- B1.5.6.3            Teachers on part-time assignment shall receive pro-rated allowances as per this clause.

**B1.6**                    **Other Summer Employment**

Whenever the Board, upon the recommendation of the Superintendent of Schools, contracts the services of a teacher during summer vacation (excluding summer school teachers), the Board will pay 1/195 of the teacher's annual salary for each full day worked; or, as an alternative option of the teacher, allow a day's paid leave during the following school year for each day worked provided the time is mutually agreeable to the teacher and his/her immediate supervising officer.

**B1.7**                    **Summer School Teachers**

Any teacher covered by this agreement employed to give instruction in summer school courses shall be paid 1/975 of regular annual salary for each hour of instruction.

**B1.8**                    **Mileage Allowance**

Employees who are required to work at more than one location will be paid a car allowance as per Board Policy 6.1.5 for the use of their vehicle. The car allowance rates currently in policy may be increased but will not be decreased during the course of this agreement.

**B1.9**                    **Part-time Teachers' Pay**

Part-time teachers shall be paid that portion of their regular scale placement that relates to the corresponding portion of a full-time equivalent teacher.

**B1.10**                  **Payment of Salary**

B1.10.1            Teachers whose employment in the district commences or terminates during a calendar month shall be paid for that month according to the following formula:

$$\frac{\text{the number of days worked in that month}}{\text{number of school days in that month}} \times \text{1/10 annual salary as per Agreement}$$

B1.10.2 Unless the teacher specifically requests, each year, in writing, to be paid in twelve monthly instalments, teachers shall be paid in ten monthly instalments, with a mid-month advance of approximately 50% of their net salary. Such mid-month advance will normally be paid on the teaching day closest to the 15th of the month. In December, the full monthly salary will be paid on the 15th or the teaching day closest to the 15th of the month. If a teacher elects to be paid in twelve monthly instalments, the following conditions shall apply:

- (a) The eleventh and twelfth instalments will be payable as of June 30th. During the period September to June (10 months) the net monthly salary will be reduced to 1/12 to provide funds for the eleventh and twelfth instalment.
- (b) In the event that a new salary schedule takes effect at the beginning of July, a teacher will be paid at the schedule in place at the preceding September, with any adjustments necessary made on the final payment of June.
- (c) Nothing in this article signifies that the teacher has any duties to perform for the Board during July and August. A teacher who elects this form of payment shall not be required to report for work during the summer holiday.

B1.10.3 Unless the teacher specifically requests otherwise in writing by September 15th of each year, salary payment will be delivered by automatic deposit to the bank, credit union, or trust company of the teacher's choice.

**B1.10.4** Payment of Salary - Adjustment

Except where otherwise agreed, for the purpose of adjustment to teacher pay the following shall be used:

- (a) the per diem rate shall be 1/195 of the appropriate Salary Grid position.
- (b) the hourly rate shall be 1/975 of the appropriate grid position.

B1.10.5 Every employee shall receive a monthly salary statement outlining all payments and deductions.

**B1.11 Work Year**

The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year as described in Article D3.

**B1.12 Positions of Special Responsibility**

B1.12.1 Initial or substantially changed job descriptions for positions of special responsibility shall be developed through consultation between the Board and the Union. These shall include, but not be limited to the positions of Department Head, Head Teacher, Administrative Assistant, Teacher-in-charge, and Consultant. These descriptions shall be the recognized job descriptions for such positions.

B1.12.2 Where a new position of special responsibility is created or considered or where an existing position of special responsibility is changed substantially, salary for the position shall be subject to negotiations between the Board and the Union. An interim rate may be established by the Board. Any dispute as to the allowance shall be referred to Step 3 of the grievance procedure.

B1.12.3 Existing positions of special responsibility shall not be eliminated or changed substantially without prior consultation with the PRDTU.

**B1.13 No Cuts in Salary**

No teacher shall suffer a reduction in salary or benefits as a result of implementation of this contract.

**B1.14 Early Retirement Plan**

The Board agrees to continue Policy 3.2.6 (Policy on Early Retirement Incentive Plan), with no downward adjustment to the "payout" schedule, during the course of this agreement.

**ARTICLE B.2: TEACHER ON CALL PAY AND BENEFITS [PCA B.2]**

1. All School Districts will ensure that they are in compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a Teacher on Call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A Teacher on Call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the collective agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on Call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.

5. Teachers on Call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Employees who are employed as Teachers on Call shall be paid in accordance with the provisions of the previous Collective Agreement for the first three (3) days of an assignment. [Refer to B.2.7.1] On the fourth consecutive and subsequent consecutive days in an assignment, an employee shall be paid 1/189 of their category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day of the assignment.

### **Local Provisions**

#### **B2.7 Teacher-on-Call Salary**

- B2.7.1 Teachers-on-call will be paid 1/210 of their category minimum on the grid. Such salary is recognized as including statutory holidays and vacation pay. [Refer to B.2.6 for assignments of 4 or more days.]
- B2.7.2 Teachers-on-call shall earn one year's experience credit in scale placement for every 210 full-time equivalent days worked as a teacher on call after September, 1993 and paid pursuant to B.2.6.
- B2.7.4 When a non-instructional day occurs within a teacher-on-call's assignment, the teacher-on-call shall be allowed and encouraged to participate. Should the assignment become a temporary appointment pursuant to paragraph C15.4, then that teacher on-call shall be paid for all non-instructional days participated in.
- B2.7.5 The Board shall pay teachers-on-call monthly and not later than eight (8) days past month end.
- B2.7.6 A teacher-on-call reporting to work when called shall receive a minimum one-half (1/2) day's pay.
- B2.7.7 A teacher-on-call who works a full morning (excluding a Kindergarten class) shall receive sixty (60) percent of a day's pay.
- B2.7.8 Notwithstanding paragraphs B2.7.6 and B2.7.7:
- (a) No teacher-on-call may receive more than 100% of a day's pay for a day worked with the exception that a teacher-on-call shall receive 110% of a day's pay if she or he has completed a kindergarten assignment in the afternoon preceded by a full morning regular assignment.

- (b) A teacher-on-call may contract to work for a specific time frame of less than half a day. Salary shall be pro-rated according to portion of the day worked.

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

1. The following shall apply to employees providing instruction in adult education programs in these districts:
  - School District No. 6 (Rocky Mountain) (former S.D. 3 Kimberley)  
Employers instructing adult education academic credit courses.
  - School District No. 36 (Surrey)  
Continuing Education employees in the Adult Education High School Completion Program (credit courses) and Adult Education Academic Upgrading Programs (Adult Basic Education, General Education Development, Pre-General Education Development, Literacy and Adult Education English Language Programs).
  - School District No. 37 (Delta)  
Employees teaching Adult Education academic programs including: High School Completion Program, Pathfinder High School Completion Program, Academic Business Education Program, General Equivalency Diploma Program, Adult Basic Education Program, Adult English as a Second Language Program, and Adult Special Education Program, in the Continuing Education Division.
  - School District No. 41 (Burnaby)  
Employees teaching Adult Education academic programs including High School Completion Program (General Education Development Program and Adult Graduation Diploma Program), Adult Basic Education Program, Adult English as a Second Language Program and Academic Transitional ESL Program in Adult and Continuing Education
  - School District No. 42 (Maple Ridge)  
Employees instructing in High School Completion Credit Courses, Adult Basic Education, Adult Pathfinder Program and Adult English as a Second Language in the Continuing Education Department.
  - School District No. 79 (Cowichan Valley) (former S.D. 66 Lake Cowichan).  
Employees instructing Adult Education (Adult Basic Education and High School Completion) programs.
2.
  - a. These employees shall be paid in accordance with their placement on the salary scale as determined by the provisions of this Collective Agreement in their respective districts.
  - b. Uncertificated employees shall be placed on the salary scale in accordance with the category and experience provisions of this Collective Agreement or, where such provisions are not found in this Collective Agreement, the practice in their respective districts as confirmed by the Board and the Local.
  - c. Notwithstanding Clauses 2.a and b, where an hourly rate of pay in respect of a district produces a higher rate of pay than provided in Clauses 2.a and b, employees in that district who would benefit shall continue to be paid the higher rate until such time as the

rate on the scale established by Clause 2.a and b is higher. These employees shall not be entitled to further increment payments until that time but shall receive experience increment credit.

#### **ARTICLE B.4: EI REBATE [PCA B.4]**

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Clause 1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

#### **ARTICLE B.5: REGISTERED RETIREMENT SAVINGS PLAN [PCA B.5]**

1. In this Article:
  - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to paragraph 1.b above that plan shall remain in effect for the term of the Transitional Collective Agreement.  
[B.5.2 is not applicable in SD 52.]
3. The BCTF Plan shall be made available in all districts not included in Clause 2 above no later than December 31, 1996.  
[B.5.3 is applicable in SD 52.]
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. a. During the implementation phase of the BCTF Plan, the Local will be responsible for disseminating information about the plan and for distributing enrollment forms or other forms that may be required to employees. Completed forms shall be processed and forwarded to the designated trustee by the employer.



- b. Following the implementation of the BCTF Plan, the employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
- 6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
- 7. Following the establishment of the BCTF Plan pursuant to Clause 3 above, employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment or the establishment of the BCTF Plan in a district.
- 8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
- 9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- 10. Following the establishment of the BCTF Plan pursuant to Clause 3 above, participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
- 11. The BCTF Plan established in a district pursuant to Clause 3 above shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

**LOCAL PROVISIONS**

**ARTICLE B12 - ECONOMIC BENEFITS**

**B12.1 General Benefits**

- B12.1.1 The Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where

opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.

- B12.1.2 The Board shall advise all teachers, including teachers-on-call and teachers who are engaged in a less than half time capacity, that they may elect to contribute to the Teachers' Pension Plan through submission of a request to the Board, with a copy to the Commissioner of Teachers' Pensions, that pension contributions be deducted.
- B12.1.3 Employees on any leave shall continue to be eligible to receive benefits in place under MSP, EHB, Group Life Insurance, Medical Travel Benefits and Dental Plan.
- B12.1.4 The cost of the premiums shall continue to be shared for maternity and parental leave (under the Employment Standards Act), WCB leave, sick leave, and long term sick leave without pay (to the extent permitted pursuant to clause G1.12).
- B12.1.5 Except as otherwise specified in this agreement, employees on annual leave will contribute 100% of the premium cost.

## **B12.2 Benefits Coverage**

- B12.2.1 All employees covered by this Agreement who are eligible shall participate in the Provincial Teachers' Medical Services Plan A beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.
- B12.2.2 All employees covered by this Agreement who are eligible shall participate in the Pacific Blue Cross Dental Plan, or its equivalent, beginning the first of the month following the date employment starts. Premium costs shall be paid 80% by the Board and 20% by the employee.
- B12.2.3 All employees covered by this Agreement who are eligible shall participate in the BCTF/BCSTA Group Life Insurance Plan B, beginning the first of the month following the date employment starts. Premium costs shall be paid 75% by the Board and 25% by the employee.
- B12.2.4 All employees covered by this Agreement who are eligible shall participate in the Pacific Blue Cross Extended Health Benefits Plan, beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.
- B12.2.5 All employees covered by this Agreement who are eligible shall participate in the Pacific Blue Cross EHB:

- (a) Eye Glass option plan of \$200/year per member every 2 years. New employees shall participate the first of the month following the date employment starts. Premium costs shall be paid 75% by the Board and 25% by the employee.
- (b) Hearing Aid option plan of \$300. per member every three years. New employees shall participate the first of the month following the date employment begins. Premium costs shall be paid 75% by the Board and 25% by the employee.

B12.2.5.1 The Board agrees to provide and pay for an annual audiometric examination for any employee covered by this agreement who requests to be tested.

B12.2.6 All employees covered by this Agreement who are eligible shall participate in a jointly administered Medical Travel Benefits Plan (Appendix A). New employees shall participate the date employment starts. Premium costs shall be paid 75% by the Board and 25% by the employee. Contributions from teachers shall be based on (i) mandatory participation: and (ii) a different level of deductions for "single" and "family" participants. Details of contributions from teachers shall be determined, if necessary, by the PRDTU.

B12.2.7 All eligible employees are required to participate in the above plans unless covered under their spouse's plan in which case, with the possible exception of the Dental Plan, they shall not participate twice in similar plans, or unless they did not join the benefit plans under paragraphs B12.2.2, B12.2.3, B12.2.4 and B12.2.5 upon their commencement, as allowed by the plans.

B12.2.8 The Carriers of Extended Health, Group Insurance and Dental plans may be changed by mutual agreement of the parties. Where a proposed plan is not less beneficial to teachers than an existing plan, the consent of the Board or the Union shall not be withheld unreasonably.

**B12.3 Death Benefits**

The dependants of a deceased employee will continue to receive Medical, Dental and all Extended Health Benefits Plans for a period of 90 days, subject to the extent that the carrier of the plans will allow. The Board shall pay the full cost of the premium.

**B12.4 Supplemental Employment Benefits on Maternity Leave**

B12.4.1 (i) When a pregnant teacher takes a maternity leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher 95% of her current salary

for the first through twelfth weeks of her leave subject to registration of the Plan being approved.

- (ii) Upon presentation of an *EI* benefit statement, the teacher will be paid according to established pay cutoffs and schedules.

B12.4.2 Should adoption leave be taken, the teacher shall be eligible to receive payment for such leave up to a maximum of ten (10) days pay at 95% of full salary.

B12.4.3 The Board agrees to enter into the Supplementary Employment Benefit (SEB) plan agreement required by the *Employment Insurance Act* in respect of such maternity payment. [Formerly called Supplementary Unemployment Benefit (SUB)]

## **B12.5 Accident Disability**

B12.5.1 An accident disability shall be treated as illness unless the accident or disability is covered by Workers' Compensation, in which case the Board shall pay the teacher his/her full salary and the teacher will forward the WCB payments in lieu of salary to the Board. Deductions from sick leave shall be that fraction of a day required to supplement WCB payments.

B12.5.2 Should the teacher's sick leave benefits become exhausted the Board shall continue to pay the teacher's full salary and to receive the teacher's WCB payments to the end of the second school year following the year of the expiry of sick leave days available.

B12.5.3 WCB payments to the Board do not include expenses, training costs, a disability pension or a final settlement award arising from a disability.

B12.5.4 Should the teacher accept either a disability pension or a settlement award from WCB, then this clause shall cease to remain in effect.

## **B12.6 Vandalism Compensation: Employees' Motor Vehicles**

B12.6.1 The Board will pay up to fifty dollars (\$50.) of the deductible portion for insurance claims on teacher's vehicles which have been damaged through vandalism at a school or approved school function.

B12.6.2 Before payment is made, the teacher shall provide the Board with the police case number for the incident and demonstrate that repairs have been carried out.

**B12.7 Teachers' Equipment Loss or Damage**

B12.7.1 Compensation will be paid to teachers whose personal equipment is lost or damaged while it is located on school premises or at an approved school function provided:

B12.7.1.1 The use of each item of equipment is for instructional or school function related purposes, is approved for such use by the School Principal and is registered with a school administrative officer. Estimated duration of use should be indicated during registration.

B12.7.1.2 The property is in the school to be used for the purpose of aiding instruction.

B12.7.1.3 The loss or damage is not the result of negligence on the part of the teacher claiming the compensation.

B12.7.1.4 The teacher is not eligible for compensation for the damage or loss under another fund or policy.

B12.7.1.5 Compensation claims shall be limited to:  
(a) the replacement cost of the article  
(b) a maximum payment by the Board on any claim of \$500.00  
(c) claims of more than \$100.00.

B12.8 When a teacher is on school district business in a community other than that in which he/she resides and becomes stranded because of weather or transportation difficulties beyond his/her control, reasonable expenses incurred will be reimbursed by the Board.

## **SECTION C - EMPLOYMENT RIGHTS**

### **ARTICLE C.1: RESIGNATION [PCA C.1]**

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

#### ***Local Provisions***

- C1.3 A notice of termination of a contract shall not be given by the Board or a teacher during a vacation period of 15 or more days duration.
- C.1.4 Notwithstanding clause C.1.1, a contract of employment may, in extraordinary circumstances, be terminated by mutual consent.
- C.1.5 The Secretary-Treasurer shall, upon request by the resigning teacher, provide that teacher with a statement of the category standing and years of experience as recognized by the Board for salary purposes, immediately prior to resignation.

### ***LOCAL PROVISIONS***

#### **ARTICLE C11 - TEACHER APPOINTMENT STATUS**

- C11.1 All teachers appointed by the Board to the teaching staff of the district shall be appointed on a continuing contract of employment except for:
- C11.1.1 Temporary appointments made:
- (a) for a period not exceeding one year, to any position temporarily existing or temporarily vacant, or
  - (b) for a period not exceeding the remainder of the existing school year, to a position which has become vacant during a school year.
- C11.1.2 Teachers-on-call hired on a day-to-day basis.
- C11.2 Teachers on temporary appointment shall be entitled to all benefits of this agreement save and except for those provided in Article C19.
- C11.3 Teachers-on-call shall be subject only to Articles B.2, C.15, E.1, E.2, E.14, F1.3, F2.5 and B2.1.2 of this agreement.

## **ARTICLE C12 - REPRESENTATION RIGHTS AND DUE PROCESS**

- C12.1 The Board shall not discipline or dismiss any employee bound by this agreement without just and reasonable cause.
- C12.2 A teacher has the right to be informed, unless substantial grounds exist for concluding that such notification would prejudice the investigation, of any written allegation(s) against the teacher and, additionally, has the right to information related to these allegations. The incorporation of an oral allegation into an internal memorandum shall constitute a written allegation for purposes of this paragraph.
- C12.3 The president of the PRDTU shall be advised that the teacher has been so informed, pursuant to clause C12.2.
- C12.4 A teacher shall be accompanied by a representative of the PRDTU, unless he/she requests otherwise, at any meeting involving the teacher in connection with any investigation by the Board. The teacher shall be so advised when the meeting is being scheduled.
- C12.5 The Board, though it may otherwise discipline, shall neither suspend (except pursuant to section 15 (4)), nor dismiss (nor respond pursuant to section 15(7) to any action taken by the Superintendent of Schools pursuant to section 15(5) of the *School Act* any teacher bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
- C12.5.1 the teacher and the PRDTU shall be given at least 72 hours notice of the meeting.
  - C12.5.2 at least 48 hours before the meeting called under clause C12.5, both parties shall exchange all documents expected to be considered at the meeting. Should new, relevant information become available to either party up to the time of the meeting, it shall be immediately forwarded to the other party which shall have the option of delaying the meeting for as much as an additional 48 hours.
  - C12.5.3 Should the teacher, or the PRDTU on behalf of the teacher, wish to submit a written response to the materials presented pursuant to paragraph C12.5.2, it shall be presented not less than 24 hours prior to the meeting.
- C12.6 The meeting, as referred to in clause C12.5, may be waived by mutual agreement of both parties.
- C12.7 When a teacher is suspended or dismissed, the teacher and the PRDTU president shall be informed promptly by letter of the decision and of the reasons for the decision.
- C12.8 Any disciplinary action is subject to the Resolution of Differences procedure; but dismissal grievances may be referred directly to arbitration.

- C12.9 Provided the conduct of a teacher following the decision to discipline does not give rise to the need for consideration of further discipline, the initial grounds for discipline and related information shall be the material relied upon during the arbitration process.
- C12.10 These matters shall be considered personnel matters and as such there shall be no release of details to the press or public other than that a suspension or dismissal has occurred, that an investigation is underway and what the result of an investigation has been. Any details beyond these basic facts shall only be given after consultation with the Union.

### **ARTICLE C13 - DISMISSAL FOR TEACHING PERFORMANCE**

- C13.1 The Board shall not dismiss a teacher on continuing contract for less than satisfactory teaching performance reasons unless the Board has received at least three (3) consecutive less than satisfactory teaching reports.
- C13.2 Reports referred to in this article shall be written by three different evaluators, no more than one of whom shall be an administrative officer in the same school as the teacher. At least one of these reports shall be written by a Superintendent of Schools or a District level Administrative Officer.
- C13.3 Should any of the three evaluators be an administrative officer from another school within the District, it shall only be with agreement of the Superintendent of Schools, the external administrative officer and the teacher involved.
- C13.4 Reports referred to in this article shall cover a period of time not less than nine (9) months.
- C13.5 Reports referred to in this article shall not involve a period of time greater than twenty-four (24) months, unless the teacher takes an extended leave of absence within those twenty-four (24) months in which case the limit will be extended by the length of such leave.
- C13.6 The Board shall give notice of termination in writing at least 30 days prior to the effective date.
- C13.7 The report writers shall not collaborate with regard to the content or the results of any report.

### **ARTICLE C14 - TEMPORARY APPOINTMENTS**

- C14.1 The Board shall appoint teachers on temporary appointments only in such circumstances as are permitted in paragraph C11.1.1.



- C14.2 The Board agrees to provide the Union with the following information:
- (a) a list of all teachers on temporary appointment
  - (b) an indication of any positions temporarily established for the year, and
  - (c) a list of all teachers in the bargaining unit on leave of absence.

This list shall be forwarded to the Union by October 15th of each year.

- C14.3 Should a certificated teacher who has accumulated the equivalent of a full year (10 months) through temporary appointments within the district, exclusive of retroactive temporary appointments granted pursuant to clause C15.4, be given a further appointment, then the teacher's status shall become continuing. If a teacher resigns an appointment with the district, accumulation of time for purposes of this clause shall begin from the date of resignation.

### **ARTICLE C15 - TEACHERS-ON-CALL**

- C15.1 The Board shall maintain a list of approved substitute teachers, indicating those who are certificated. Certificated substitute teachers shall be referred to as "teachers-on-call"; non-certificated substitute teachers shall be referred to as "replacement teachers". The Board shall forward a copy of such list to the PRDTU in September and January of each school year, and each time the list is updated.

- C15.2 (a) The substitute teacher list shall be re-established annually and placement of a person's name onto the list shall be subject to approval by the Superintendent of Schools or designate.
- (b) Upon making an appointment at a mutually agreeable time the Board will provide the PRDTU access to the sub clerk's Teacher-on-Call ledger.

C15.3 Removal from the List:

C15.3.1 During the course of the school year, a teacher-on-call shall not be removed from the teacher-on-call list without just and reasonable cause.

C15.3.2 Should a teacher-on-call be placed on the teacher-on-call list a second consecutive year pursuant to clause C15.2, that person's name shall not be removed from the teacher-on-call list without just and reasonable cause.

- C15.4 C15.4.1 When a teacher-on-call completes 20 days continuous teaching in the same assignment, a temporary appointment without experience credit, but including salary adjustment, shall be granted retroactively to the commencement of the assignment.

C15.4.2 When a teacher-on-call is granted an appointment pursuant to paragraph C15.4.1 and is subsequently hired to that position on a temporary appointment under the provisions of clause E11.7, then:

- (a) That temporary appointment shall be retroactive to the initial date of the substitute teaching assignment.
- (b) For the purposes of accruing experience credit pursuant to paragraph B.2.7.2, he/she shall be deemed to have remained on the substitute list.

**C15.5 Continuity of Assignment:**

C15.5.1 The continuity of a teacher-on-call's assignment shall not be deemed broken by:

- (a) non-instructional days;
- (b) up to two (2) days illness in becoming eligible for a temporary contract pursuant to clause C15.4 or
- (c) up to one (1) days illness in becoming eligible for 1/189 of placement on scale pursuant to paragraph B2.6.

C15.5.2 The teacher-on-call initially assigned to a class where the teacher is absent shall have the right to continue in the assignment until the absent teacher returns, unless the teacher-on-call does not have particular skills and/or specialized knowledge essential to the assignment and another teacher on call becomes available who does.

C15.5.3 Should the teacher-on-call be replaced prior to assignment completion pursuant to paragraph C15.5.2, then:

- (a) She/he shall be advised of the reason, normally by the school administrative officer.
- (b) She/he shall be reimbursed for any days of the assignment in which an alternate substitute position is unavailable.
- (c) She/he shall be reimbursed on the basis of equivalent alternate pay for equivalent alternate work for the time period involved in the original assignment, except where an alternate assignment has been refused.

C15.6 The Board recognizes its obligation under section 19.2(a) of the *School Act* and, should a substitute teaching assignment be known by five (5) o'clock on the day before the assignment begins, teachers-on-call eligible for that assignment shall receive priority consideration for all substitute teaching assignments.

C15.6.1 Teachers-on-call who were not available for work when a replacement teacher was assigned, shall be offered the opportunity on the day they become available to take over the continuity of such assignment from the replacement teacher if such an assignment begins as or becomes a consecutive, multiple day assignment. It is expected that teachers-on-call will give consideration to their

availability to complete the full assignment before accepting the offer.

## **ARTICLE C16 - FALSE ACCUSATIONS**

- C16.1 When a teacher has been accused of child abuse or sexual misconduct in the course of exercising his/her duties as an employee of the Board, and if:
- C16.1.1 an investigation by the Board has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
  - C16.1.2 an investigation by the Board has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, or
  - C16.1.3 an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, and no criminal charges are laid, or
  - C16.1.4 an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, then
- C16.2 The teacher shall be entitled to assistance in addition to that provided through the Employee & Family Assistance Program. The teacher, together with the Superintendent of Schools and the President of the PRDTU shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties.
- C16.3 Such assistance, pursuant to clause C16.2, may include special counselling for the teacher and family members; short-term paid leave of absence for the teacher; position transfer; and, upon request by the teacher, provision of factual information to parents and students.
- C16.4 Where a teacher has been suspended pursuant to section 15(4) of the *School Act*, the employee shall be reinstated with full pay providing the teacher is acquitted of the charges and any additional investigation by the Board concludes that, on a balance of probabilities, the teacher has not been guilty of any wrongdoing.

## **ARTICLE C17 - CONDUCT OF A TEACHER**

Conduct of a teacher which occurs both outside of regular school operating hours and off school premises, and which is not connected to any employment duties or related activities shall not be grounds for disciplinary action unless it directly impairs the teacher's ability to perform assigned duties.

## **ARTICLE C18 - STUDENT/PARENT APPEALS**

- C18.1 Where a pupil or parent/guardian files an appeal under the *School Act* (Section 11) and the School Board Bylaw #4 of a decision of a member of the PRDTU, upon receipt of the Notice of Appeal pursuant to paragraphs 2 and 3 of the Bylaw, the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- C18.2 The teacher shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union.

## **ARTICLE C19 - SENIORITY, LAYOFF, RECALL AND SEVERANCE PAY**

### **C19.1 Application**

Where the Board finds it necessary to terminate the employment of teachers on continuing contract in order to effect a reduction in work force, such terminations shall be in accordance with the provisions of this article.

### **C19.2 Principle of Security**

The Board and the Union agree that teachers with greater seniority, providing they possess the necessary qualifications, are entitled to increased security of teaching employment.

### **C19.3 Seniority**

- C19.3.1 In this article, "Seniority" is defined as a teacher's length of continuous service in the employ of the Board inclusive of temporary service abutting a continuing appointment. For purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.
- C19.3.2 Seniority shall accrue to teachers on continuing contracts over the period of any leave of absence (except personal or travel leave) of up to but not exceeding one year which has been approved by the Board. Continuity of service is not broken during any Board approved leave.
- C19.3.3 Ties in seniority shall be broken in the following sequence:
- (a) longest service in a continuing contract;
  - (b) longest aggregate service with the district;
  - (c) most days service as a teacher on call in this district;

- (d) longest aggregate service in the province;
- (e) longest aggregate service outside the province;
- (f) earliest dated letter of appointment.

C19.3.4 The Board shall, by October 15, forward to the Union and post in school staff rooms, a list of all teachers on continuing contract employed by the Board, in order of seniority calculated according to this article.

C19.3.5 Any errors in the Seniority List shall be brought to the attention of the Superintendent of Schools on or before November 7.

#### **C19.4 Qualifications**

C19.4.1 Qualifications in respect of a teaching position will be determined from a review of the teacher's certification, training, education and experience. Assignment to a teaching position is based on a reasonable expectation that a teacher will be able to perform the duties of the teaching position with such qualifications in a satisfactory manner.

C19.4.2 The determination of whether or not a teacher has the necessary qualifications for a particular teaching position or group of similar teaching positions shall be the responsibility of the Superintendent of Schools. To permit fair and accurate determination a teacher may be required to supply academic records and other evidence of pre and in-service training details and records of teaching and/or work experience, teaching reports, references. Moreover, a teacher may be required to attend personal interview(s) with the Superintendent and/or other district or school administrative staff.

#### **C19.5 Termination Procedure**

C19.5.1 When the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

C19.5.2 The Board shall give each teacher it intends to terminate pursuant to this article, a minimum of thirty (30) calendar days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination. A list of less senior teachers retained on staff shall be included with such notice of termination.

C19.5.3 **Notice:**

When an appeal is lodged following the thirty (30) day notice period required in paragraph C19.5.2 (and the Board has not provided less senior employees with notice) the Board will give less senior

employees notice that they might be terminated in the event of a successful appeal. Payment in lieu of notice of the minimum thirty (30) days shall satisfy the notice requirements of paragraph C19.5.2, such payment to be based upon the number of teaching days notice missed, as a proportion of the prescribed annual teaching days, multiplied by the teacher's annual salary.

- C19.5.4 Upon termination and prior to being placed on the recall list teachers may state in writing that they wish to be exempted from recall involving a geographic relocation. Teachers may later request in writing that the written statement be removed, or may request in writing that such a statement be applied to them, but in no case shall the later request affect an appointment already made. It is recognized by both parties that recall is different than a transfer and that this article is made without detracting in any way from the right of the School Board under the *School Act* to transfer teachers from one assignment to another.

## **C19.6 Severance Pay**

- C19.6.1 A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to Sections 15 or 110 of the *School Act* or Article C13 of this Agreement, may elect to receive severance pay at any time during the twelve (12) months following termination.
- C19.6.2 Severance pay shall be calculated at the rate of five percent of one year's salary for each full-time equivalent year of continuous paid service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's annual full-time salary, including allowances, at the time of the teacher's termination.
- C19.6.3 A teacher who receives severance pay pursuant to this article and who, notwithstanding paragraph C19.8, is subsequently rehired by the Board, shall retain any payment made under the terms of this section and in such case, for the purposes only of paragraph C19.6.2, the calculations of years of service shall commence with the date of such rehiring.

## **C19.7 Recall/Re-Engagement Alternative**

- C19.7.1 When a position on the teaching staff of the District becomes available, the Board shall, except as provided in paragraph C19.7.4 below, first offer re-engagement to the teacher who held a continuing contract at the time of termination and who has the greater seniority, providing they possess the necessary qualifications. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority providing

he/she possess the necessary qualifications and the process shall be repeated until the position is filled or the list has been exhausted. All positions shall be offered in this manner while there are remaining teachers with the necessary qualifications who have been terminated pursuant to this article.

- C19.7.2 A teacher who is offered re-engagement pursuant to paragraph C19.7.1, shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer.
- C19.7.3 The Board shall allow ten (10) days from an acceptance of an offer under paragraph C19.7.2 for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, the period shall be extended to two (2) weeks plus reasonable travel. The Board may grant an extended period prior to commencement of teaching duties.
- C19.7.4 A teacher's right to re-engagement under this clause is lost:
- (a) if the teacher elects to receive severance pay under clause C19.6 of this article;
  - (b) if the teacher refuses to accept a second position offered except as affected by paragraph C19.5.4;
  - (c) if the teacher accepts a continuing appointment in another school district, or
  - (d) if a period of two (2) years elapses from the date of termination under this article and the teacher has not been re-engaged.
- C19.7.5 A teacher on the re-engagement list is responsible for keeping the office of the Superintendent of Schools informed of changes in name, address, telephone number and qualifications.
- C19.7.6 Upon temporary re-engagement, a teacher shall retain his/her former recall status even though the recall assignment may be for a specified term and/or for an amount of employment different from the recall status. This permits the Board to employ teachers on the recall list in temporary assignments without jeopardizing the teacher's right to recall otherwise contained in this clause.
- C19.7.7 A teacher re-engaged under the terms of this clause assumes the seniority accrued prior to termination.

### **C19.8 Re-Engagement List**

The Board shall maintain a re-engagement list. Copies of that list will be sent to each person on the list and the Union once during the fall term and once again during the spring term each year.

**C19.9 Sick Leave**

A teacher re-engaged pursuant to this clause shall be entitled to all sick leave credit accumulated at the date of termination.

**C19.10 Benefits**

A teacher who retains rights of re-engagement pursuant to clause C19.5 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the contract. Payment of its share of such benefits will be made by the Board for the first two (2) months and thereafter shall be employee paid subject to carrier limitations.



## **SECTION D - WORKING AND LEARNING CONDITIONS**

### **ARTICLE D.1 INTENTIONALLY LEFT BLANK - REMOVED BY LEGISLATION**

### **ARTICLE D.2 INTENTIONALLY LEFT BLANK – REMOVED BY LEGISLATION**

### **ARTICLE D11 - SECONDARY WORK ASSIGNMENT – REMOVED BY LEGISLATION**

In determining a reasonable secondary school teacher course loading, consideration shall be given to such factors as:

- (a) the number of subject areas.
- (b) intentionally left blank – removed by legislation
- (c) the number of different course preparations.
- (d) the school/teaching location.
- (e) whether the teacher is/is not a beginning teacher.
- (f) other relevant considerations.

### **ARTICLE D13 - INSTRUCTION TIME**

#### **D13.1 Teachers' Regular Work Year**

D13.1.1 The teachers' regular work year shall be scheduled between the first Tuesday after Labour Day and the last Friday in June of the following year, excluding weekends, statutory holidays, winter break and spring break.

#### **D13.1.2**

D13.1.2.1 The work year shall include:

- (a) a maximum of 190 days of instruction to some or all of the students enrolled;
- (b) five non-instructional days, such that:
  - they will commonly be used for teacher professional development activities as determined at each school unit level, and
  - one FTE day may be used for purposes agreeable to both the PRDTU and the Board, and
  - at least one FTE day shall be held on a day common to the entire district.

(c) one year-end administrative day.

D13.1.2.2 During any years when less than five non-instructional days is possible within the framework of the teachers' regular work year, the Board and the PRDTU agree to seek mutually satisfactory means to enable five non-instructional days to occur, provided it is done without additional cost to the Board.

D13.1.3 The first day of the winter break shall be on the Monday preceding December 26. Schools shall reopen on the Monday following January 1. If January 1 is a Sunday, then schools shall reopen Tuesday, January 3.

D13.1.4 The first day of spring break shall be the third Monday in March. Schools shall reopen on the fourth Monday in March. If the fourth Monday in March is Easter Monday, schools shall reopen on the Tuesday.

D13.1.5 Work requested by the Board to be performed by teachers beyond the regular work year as specified by the published school calendar shall be voluntary and shall be paid pursuant to paragraph B1.10.4.

D13.1.6 In those years when Labour Day falls on either the 6th or 7th of September, paragraph D13.1.1 does not apply. The teachers' regular work year shall end no later than June 30th.

D13.1.7 In those years when Labour Day falls on either the 6th or 7th of September, paragraph D13.1.4 may not apply. Spring break may, subject to joint Board/PRDTU agreement, occur during the week which includes Easter Monday.

D13.1.8 It is agreed that when a school staff and administration agree to hold parent/teacher/student interviews during normal school hours, such time shall be considered as instructional time.

## **D13.2 Instructional Time**

D13.2.1 In this article, "instructional time" means that time which is part of the normally scheduled working timetable of a school. It includes instruction, learning assistance, teacher-librarian supervision, recess, "morning break", period change, homeroom period, and preparation time. It does not include lunchtime intermission.

D13.2.2 In an elementary school, the instructional time for any full-time teacher shall average, and not normally exceed, 300 minutes per day.

D13.2.3 In a secondary school, the instructional time for any full-time teacher shall average, and not normally exceed, 330 minutes per day.

- D13.2.4 Instructional time shall normally take place within a time-frame of consecutive hours and minutes, exclusive of the lunch intermission. Any variations to this shall only be made with the agreement of the supervising administrative officer and the teachers affected.
- D13.2.5 For those teachers with secondary counselling responsibility and/or positions of district responsibility, flexible timetables shall be agreed to by the teachers concerned and the appropriate administrative officer.
- D13.2.6 When a part-time teacher is requested by the Board to attend staff or district organized activities on a non-instructional day which occurs at a time, or on a day outside of the regular assignment of that teacher, he/she shall be compensated pursuant to paragraph B1.10.4.
- D13.2.7 When a statutory holiday falls in a week in which school is otherwise in session, and a part-time teacher is not scheduled to work on that day, he/she is entitled to compensatory time off. Such time off shall be equivalent to that fraction of a teacher's normal work day proportionate to the teacher's part-time assignment.

**D13.3 School Closure for Health or Safety Reasons**

Should the Board, because of emergent safety or health related circumstances, be required to effect a day-to-day closure of a school facility, then:

- D13.3.1 No teacher displaced because of such a closure shall suffer a loss of pay, and
- D13.3.2 Each affected teacher shall remain available for other teaching-related duties that are reasonably assigned.

**ARTICLE D14 - PREPARATION/PLANNING TIME**

- D14.1 Preparation/planning time shall be granted to teachers for lesson planning, correcting papers, collecting materials, group planning, and other duties related to preparation for teaching. It is time granted when classes are normally in session.
- D14.2 Teachers shall not normally be required to supervise, or instruct during time identified as preparation time. Those teachers providing preparation release time on a regularly scheduled basis will do the lesson planning for that time.
- D14.3
  - i) Each full-time elementary classroom teacher shall have an equivalent preparation/planning time entitlement of 90 minutes per week.
  - ii) When the teacher is absent for a scheduled preparation/planning time because of illness or because of a teacher-elected leave, then the time will not be rescheduled. When the time is missed for reasons of statutory holidays, non-instructional days, meetings scheduled by district staff, or

covering of classes pursuant to clause D18.2, then the time shall be rescheduled.

- D14.4 No full-time elementary classroom teacher shall be required to take a preparation/planning period of less than 30 minutes or more than 120 minutes in utilizing the entitlement time allocated pursuant to clause D14.3.
- D14.5 Should the decision be made at the elementary school unit level to incorporate a system of banking preparation/planning time for use in more extended time periods, the maximum time period allowed under such a system shall not exceed one day per year.
- D14.6 No full-time secondary classroom teacher shall have an instructional work week (inclusive of preparation/planning time) of more than 27 1/2 hours.
- D14.7 Each full-time secondary classroom teacher shall normally be entitled to the equivalent of 12 1/2% of his/her school's normal instructional hours for preparation/planning time unless required in an emergent situation as described in Article D18, clause D18.2. This amount (i.e. the 12.5%) may be varied only with the agreement of the school administration and more than 75% of the school's teaching staff.
- D14.8 Part-time classroom teachers whose assignment to a school is 0.4 or greater shall be entitled to preparation/planning time pro-rated to the corresponding proportion of their part-time assignment.
- D14.9 Non-classroom teachers shall be entitled to adequate non-contact time as established in consultation with the supervising administrative officer.
- D14.10 A teacher-on-call, when assuming a multi-day assignment, shall receive the scheduled preparation time available to the regular classroom teacher. A teacher-on-call for a single day assignment shall use scheduled preparation time to complete any work assigned by the regular teacher specifically to be done during that time; otherwise the teacher-on-call shall do teaching duties assigned by the school administrative officer(s).

#### **ARTICLE D15 - DUTY FREE LUNCH PERIOD**

- D15.1 All teachers covered by this agreement, unless they request otherwise, shall have the right to a duty-free lunch period equivalent to the school's regularly scheduled noon intermission.
- D15.2 Each school teaching staff shall guarantee a reasonable number of teachers available to assist noon-hour supervisors during emergent situations. A reasonable number of teachers, as described in this clause, shall be jointly determined by the teaching staff and the school administration.

## **ARTICLE D16 – HOME EDUCATION**

- D16.1 Where a school has registered a child and the parent is providing home education in compliance with the School Act, no classroom teacher shall be required to provide evaluation and assessment services to that child unless:
- D16.1.1 the child is attending an educational program offered by the Board pursuant to School Act Regulation 3(2), or
  - D16.1.2 release time, upon teacher request, will be given to enable the teacher to provide such services.
- D16.2 Normally where such services are requested by the parent, they will be rendered by a teacher whose assignment accommodates such activity, such as a homebound teacher or the time-out room teacher.
- D16.3 Where a school has registered a child/children from Oona River who is/are on correspondence courses, no teacher of the enrolling school shall be required to provide teaching, evaluation, assessment or counselling services to that child/those children.  
[D.16.3 is void as it conflicts with S.27.3 of the *School Act*.]

## **ARTICLE D17 - EXTRA CURRICULAR ACTIVITIES**

- D17.1 Extra-curricular activities and programs are defined as being those aspects of school life which are beyond the activities relating to provincially and locally established curriculum.
- D17.2 While the Board and Union recognize extra-curricular activities as an integral part of the school program, the Board and Union agree that teacher participation in extra-curricular activities is voluntary.
- D17.3 While involved in extra-curricular program activities teachers shall be considered to be acting in the employ of the Board; and, in particular, for purposes of liability of the employer and coverage by the employer's policy of insurance.

## **ARTICLE D18 - AVAILABILITY OF TEACHERS-ON-CALL**

- D18.1 Normally when a classroom teacher is absent from school, a teacher on call or replacement teacher shall be employed to replace that teacher.
- D18.2 A school administrative officer will only require a teacher to cover classes not regularly assigned in emergent situations where time is critical, where time involved is minimal or where there is unavailability of a teacher on call or replacement teacher.

D18.3 Arrangements for class coverage may be made between teachers only with the Principal's approval.

### **ARTICLE D19 - TECHNOLOGICAL CHANGE**

D19.1 Technological change shall be as defined in the *Labour Relations Code*:

D19.1.1 the introduction by an employer into his/her work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or

D19.1.2 a change in the manner, method or procedure in which the employer carries on the work, undertaking or business that is related to the introduction of that equipment or material.

D19.2 When it is determined that the introduction of technological change is under consideration or is to be introduced, the Board shall notify the Union in writing. Such notice shall be given at least ninety (90) days before the term in which the introduction of the technological change is intended. Once such notice is given, the Board agrees to discuss the matter with the Union.

D19.3 The notice of intent to introduce a technological change shall contain:

D19.3.1 the nature of the change;

D19.3.2 the effective date of the change;

D19.3.3 the approximate number, type and location of Union members likely to be effected by the change.

D19.4 The Board shall update this information as new developments arise and modifications are made.

D19.5 Once notice of a technological change has been given pursuant to clause D19.2 the Board shall negotiate with the Union ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change.

### **ARTICLE D20 - CURRICULUM/PROGRAM IMPLEMENTATION**

D20.1 With the introduction of new or substantially revised curriculum or programs to the district, it shall be the responsibility of the Board to plan the implementation. Where the extent of the change and the number of teachers involved is substantial, a district committee including appropriate representatives from the PRDTU, pursuant to Article A.5, may be struck by the Board in advance of beginning the implementation process. Should such a committee be struck, it shall continue to meet and advise the Board for the duration of the implementation process.

D20.2 In planning for the implementation of new or revised curricula/programs the Board, upon the advice of, or in consultation with any district committee established according to clause D20.1, will consider implications of the implementation in terms of some or all of the following issues:

- (a) strategies of and rationale for the implementation
- (b) time lines for implementation
- (c) in-service support
- (d) personnel
- (e) instructional materials required
- (f) facilities and special equipment needs
- (g) budget
- (h) evaluation and accountability.

#### **ARTICLE D21 - STUDENT MEDICATION**

No employee covered by this agreement shall be required to administer medication to students.

#### **ARTICLE D22- STAFF MEETINGS**

D22.1 The Administrative Officer will provide a schedule of the regular staff meetings for the year at the first regular staff meeting of the year. At least three (3) day's notice of the first regular staff meeting shall be given.

D22.2 An emergency or special staff meeting may be called by the Administrative Officer as required.

D22.3 Any staff member may submit items to the Administrative Officer for inclusion on a staff meeting agenda; and the Administrative Officer shall not arbitrarily decline to accept such items.

#### **ARTICLE D23 - DISTRICT HEALTH AND SAFETY COMMITTEE**

D23.1 The Board shall maintain a District Health and Safety Committee in accordance with the requirements of the *Workers' Compensation Act and Regulations*, which shall include representatives of the PRDTU.

D23.2 The operation, function and responsibilities of the District Health and Safety Committee shall be consistent with the provisions of the *Workers' Compensation Act and Regulations* and the *School Act and Regulations*.

D23.3 The District Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.

D23.4 The Board shall consider recommendations from the District Health and Safety Committee on health and safety matters.



## SECTION E - PERSONNEL PRACTICES

### **ARTICLE E.1: NON-SEXIST ENVIRONMENT [PCA E.1]**

1. A non-sexist environment is defined as that in which there is no discrimination against females or males by portraying them in gender stereotyped roles or by omitting their contributions.
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 [PCA E.2]**

#### **1. General**

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

#### **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

The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express his/her feelings about the situation.

Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an

agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.

- ii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iii. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the Local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

**4. Remedies**

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;
  - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The Local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.

- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

## **5. Training**

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

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall initially be for all employees and shall be scheduled at least once annually for all new employees to attend.

- b. Within twelve (12) months of the concluding of the collective agreement, the employer shall have a training program in place. The program shall include but not be limited to:
  - i. the definitions of harassment and sexual harassment as outlined in this Agreement;
  - ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
  - iii. developing an awareness of behaviour that is illegal and/or inappropriate;
  - iv. outlining strategies to prevent harassment and sexual harassment;
  - v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;
  - vi. understanding malicious complaints and the consequences of such;
  - vii. outlining any Board policy for dealing with harassment and sexual harassment;
  - viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

## ***LOCAL PROVISIONS***

### **ARTICLE E11 - POSTING AND FILLING OF VACANT POSITIONS**

#### **E11.1 Definitions:**

- E11.1.1 An appointment is the full-time or specified part-time employment of a teacher pursuant to Article C1 of this agreement.

- E11.1.2 A teaching position is a specified subject area(s) and/or program(s) at a designated school (or schools), or other work location established by the board.
  - E11.1.3 An assignment is the specific work undertaken each year or part year by a teacher within a teaching position as determined by the supervising administrative officer in consultation with the teacher.
  - E11.1.4 Vacancy (vacant position) - means an existing or newly-created teaching position which the Board intends to fill and to which no currently employed teacher has been assigned subsequent to any school-based staffing decisions.
  - E11.1.5 Should a school community have sufficient students to warrant a teacher, the teaching position in that community is subject to the posting and filling clauses.
- E11.2 The Board will make vacancies known to all potential candidates through a variety of internal and external advertising. During the regular work year the Board will post notices of vacancies as soon as they become known in the Board Office, all schools, in the District Resource Centre and a copy will be forwarded to the PRDTU office.
- E11.3 All teachers in the district on continuing appointment are eligible to apply for all vacancies; but, normally, teachers will not be reassigned except for year long vacancies and teachers will not be reassigned if they have been in their current position for less than two school years.
- E11.3.1 For purposes of clause E1.3, two school years shall reflect appointment to the current position prior to November 1 of the first year.
- E11.4 Continuing positions that become vacant during the school year will normally be filled on a temporary appointment and re-posted in the spring for the subsequent school year.
- E11.4.1 Pursuant to Clause E11.4, teachers on continuing appointment elsewhere in the district who apply at the time of initial posting, provided they do not later withdraw and provided they have two years as defined in paragraph E11.3.1 in their current assignment, shall continue to be considered as applicants for the position at the time of the spring posting.
- E11.5 All vacancies will be posted for a period of four (4) teaching days during the work year before being advertised outside the district. During the summer break, vacancies shall be posted in the Board Office and a copy forwarded to the PRDTU office before being advertised outside of the District.
- E11.6 All postings and advertisements for positions shall include:

- (a) identification of the work site;
- (b) description of the position to be filled;
- (c) type of appointment (continuing or temporary);
- (d) effective date and, if applicable, end date;
- (e) necessary qualifications; and
- (f) closing date for applications.

E11.7 Vacancies known to be of a duration of twenty (20) days or longer, identified after the start of the school year, will be processed as per paragraph E11.2 above.

E11.8 Postings will not include references to extracurricular activities.

E11.9 The Board shall fill vacancies from applicants possessing the necessary qualifications according to the following priorities:

E11.9.1 reassignment of continuing staff within the school

E11.9.2 teachers returning from leave of absence

E11.9.3 teachers transferred at Board initiative as per Article E12.

E11.9.4 teachers currently on continuing appointment with the district and having two or more years, as defined in paragraph E11.3.1, in their current placement.

E11.9.5 teachers requesting a change in teaching time

E11.9.6 teachers on the recall/re-engagement list under Article C19

E11.9.7 other applicants.

Where two or more applicants in each of these priority steps possess the necessary qualifications, seniority as defined in Article C19 will be the determining factor.

E11.10 A vacancy created by a leave of absence may be posted and filled by a teacher on temporary appointment.

E11.11 When a vacancy occurs for a continuing position it will be posted as soon as it becomes known. The eventual assignment may not be identical to the description in the posted position. However, it must not have become a different position.

E11.12 Positions of a very specialized and difficult to accommodate nature, where there is no reasonable expectation that they may be filled through current staffing, may be advertised both locally and externally from the moment of awareness and filled at the earliest opportunity when a qualified teacher applies.

E11.13 The PRDTU shall be promptly informed of the outcome of all teacher assignments under this article.

## **ARTICLE E12 - BOARD INITIATED TEACHER REASSIGNMENT**

- E12.1 Transfers initiated by the Board shall be for sound educational reasons and not for arbitrary or capricious reasons.
- E12.2 Prior to initiating a transfer of a teacher, the Superintendent or designate shall:
- (a) discuss the transfer with the teacher;
  - (b) give consideration to the teacher's professional and personal goals and place of residence.
- E12.3 Transfers initiated by the Board shall be completed no later than May 31st in a school year for the next school year save when they are necessitated by circumstances not reasonably known to the Board by May 15th in such year.
- E12.4 A teacher will not be transferred from his/her teaching community without his/her agreement. For purposes of this agreement, teaching communities are:
- (a) Prince Rupert and Port Edward.
  - (b) Each Village School separately.
- E12.5 When the Board assigns a teacher to a significantly different grade level or subject area, the Board and the teacher shall jointly determine, and the Board shall provide the necessary financial and district staff resources to ensure adequate professional retraining.
- E12.6 Any grievance concerning a transfer initiated by the Board shall be referred directly to Step 3 of the grievance procedure.
- E12.7 Where a Board initiated reassignment requires a change of time assignment, such reassignment will only be done with agreement of the teacher.
- E12.8 Upon written notification of a Board initiated transfer, unless mutually agreed otherwise, a teacher objecting to the transfer shall have seven (7) days to request a meeting with the Board. The Board or a committee of the Board shall grant that meeting within a further seven (7) days and shall present a final decision within 7 days after the meeting. The teacher shall have the right to be accompanied by a representative of the PRDTU.

## **ARTICLE E13 - TEACHER PERFORMANCE EVALUATION**

- E13.1 The purpose of supervision and evaluation is to promote and reinforce good instruction.

- E13.2 A teacher evaluation may be conducted at any time but it is expected that a teacher new to the district will be evaluated in his/her first year of employment and other teachers at least once every five years. A teacher who has more than one year's teaching experience with the district shall be notified, in writing, by no later than October 31 (except pursuant to School Regulations 5.2 and 6.4 or Article C13), if an evaluation is to be done in that school year.
- E13.3 The evaluator shall be an administrative officer from the school to which the teacher is assigned, a district administrative officer, or a Superintendent of Schools. Except where clause E13.7 applies, the content of the report shall be based solely on personal observations by the evaluator and discussions between the teacher and the evaluator concerning the general criteria of performance pursuant to clause E13.5. Except under the provisions of clause E13.7, the report shall be prepared without collaboration.
- E13.4 Unless decided otherwise by mutual consent, at least 20 days prior to commencing observations on a teacher who is to receive a performance evaluation report, the evaluator will meet with the teacher for the purpose of discussing and confirming the process of evaluation and the criteria that will be employed in conducting the evaluation.
- E13.4.1 At this meeting the teacher and the evaluator should seek agreement on the intended time span for the process and an understanding of the pattern of observations that will be used.
- E13.4.2 Modifications to the agreement and understanding pursuant to paragraph E13.4.1 shall be by mutual consent.
- E13.4.3 Should the teacher disagree with the process or criteria, he/she may, without prejudice, indicate his/her objections to the evaluator in writing with a copy to the Superintendent and to the President of the PRDTU.
- E13.5 The general criteria of performance shall relate to those aspects of the teaching/learning/school situation which can reasonably be expected to be the teacher's responsibility and over which the teacher has control.
- E13.6 Availability of resources, aspects of the teaching assignment, and teacher qualifications which may impact negatively upon teacher effectiveness, shall be mentioned.
- E13.7 Pursuant to section 20(3) of the *School Act*, should an Administrator evaluating a teacher in a specialized assignment consult with a resource person, then:
- E13.7.1 the teacher shall be informed, in advance, of the reason(s) for such consultation,
- E13.7.2 the teacher and the evaluator shall mutually agree upon a suitable resource person, and



- E13.7.3 the resource person involved shall have specialized technical knowledge relevant to the evaluation process.
- E13.8 The evaluator shall formally observe the teacher's classroom or other place of work on at least three (3) and, unless mutually agreed otherwise, not more than six (6) separate occasions in the process of conducting the evaluation. Observations of an informal or incidental nature shall not be included unreasonably. Inclusions from such observations shall be regarded as supplemental to the formal observations.
- E13.9 Unless otherwise mutually agreed, after each formal visit there will be a follow-up discussion between the evaluator and the teacher being evaluated.
- E13.10 The full evaluation leading to the report shall be based on the classroom visits referred to in clause E13.8 and the teacher's general work in the school. The teacher's general work in school shall not be the basis for a less than satisfactory report. Involvement or non-involvement in extracurricular activities and/or participation in union activities shall be included only by mutual agreement of the evaluator and the teacher.
- E13.11 The evaluator will provide the teacher with a draft copy of the report and will set a meeting within three (3) teaching days to review and discuss the report with the teacher. If the report is "less than satisfactory" the teacher shall be advised that he/she may have a Union representative present when the report is reviewed and discussed.
- E13.12 As soon as is practicable after the first less than satisfactory report, a plan of assistance will be formulated and implemented to assist the teacher in overcoming deficiencies. Such plan may be modified to reflect changing circumstances. A reasonable period of time for improvement of performance shall be provided.
- E13.13 At the meeting established in clause E13.11, the teacher will be afforded an opportunity to request amendments to the report and offer reasons for such amendments.
- E13.14 The evaluator will produce the final report in quadruplicate as soon as possible following the meeting in which the draft report was discussed. A copy of the report will be provided to the teacher forthwith.
- E13.15 The teacher may submit a written response to the final report which will be filed with all copies of the report.
- E13.16 Should a teacher wish to receive a report during a given school year, formal application shall be made to his/her immediate supervising officer by January 31 of that school year. The Board shall endeavour to comply with that request.
- E13.17 Where a teacher is to receive a report from a school administrative officer, it shall, unless mutually agreed otherwise, be completed by May 15th of the year the evaluation is conducted.

#### **ARTICLE E14 - NON-DISCRIMINATION**

- E14.1 There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, or whether she/he has children.
- E14.2 The employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.
- E14.3 The Board fully appreciates the multicultural diversity and, in particular, the significance of the First Nations presence in School District No. 52. The Board will consider and seek to reflect that diversity through its practices when hiring new staff, while observing the provisions of the agreement.

#### **ARTICLE E15 - EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

- E15.1 The Board will participate in an Employee and Family Assistance Plan so long as it is a viable community based program.

#### **ARTICLE E16 - PERSONNEL FILES**

- E16.1 There shall be only one file for each teacher maintained at the district office. Any file relating to a teacher kept at school shall be destroyed when the teacher leaves the school.
- E16.2 After receiving a request from a teacher, the Superintendent, in respect of the district file, or the principal of the school, in respect of any school file, shall grant access to that teacher's file.
- E16.3 An appropriate school board official shall be present when a teacher reviews his/her file, and the teacher may be accompanied by a person of his/her choosing.
- E16.4 The Board agrees that only factual information and material relevant to the employment of the teacher shall be maintained in the personnel file. Adverse material in the file will be copied to the teacher at the time of filing. The teacher shall have the opportunity, in response, to place a statement in their file indicating disagreement and/or rebuttal to this material.
- E16.5 Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate officials of the school district, except upon written request of the teacher, or as required by law.
- E16.6 A teacher may request removal of material from his/her personnel file on the basis that it is not factually correct. In the event that the appropriate Board official does

not agree to the removal of the specified material, the teacher may file a grievance, pursuant to Article A.6.

- E16.7 Where a letter of reprimand to a teacher is placed on file as a consequence of progressive disciplinary action, and where there has been no recurrence of the cause of that progressive disciplinary action, then, at the request of the teacher, the letter of reprimand shall be removed two years after the filing.

### **ARTICLE E17 - JOB SHARING**

- E17.1 Two teachers currently under continuing contract with the district may share a discrete teaching assignment on a year to year basis subject to the following conditions:
- E17.1.1 They must request the job sharing assignment as a team.
  - E17.1.2 The qualifications of both teachers must be suitable for the assignment.
  - E17.1.3 They must present a written proposal with a breakdown of assignment and instructional responsibilities and the proposal must be acceptable or subject to modification by the Administrative Officer.
  - E17.1.4 The request and proposal must be submitted to the Administrative Officer with a copy to the Superintendent of Schools before April 15th of the preceding year.
  - E17.1.5 The shared assignment will commence on the first day of school and shall run for a complete year.
  - E17.1.6 The Administrative Officer shall evaluate the proposal and advise the teachers of its acceptability or otherwise.
- E17.2 Each teacher, should they so request, shall be considered on part-time annual leave of absence for that portion of time not worked.
- E17.3 The requirements as per paragraph G2.2.1 with respect to years of service to the Board do not apply to this clause on Job Sharing.

## **SECTION F - PROFESSIONAL DEVELOPMENT AND IMPROVEMENT**

### **ARTICLE F1 - JOINT PROFESSIONAL DEVELOPMENT**

- F1.1. The Board and the Union agree to maintain a Joint Professional Development Committee.
- F1.2 The Committee shall be chaired by the Chairperson of the PRDTU Professional Development Committee and shall have one representative from each staff in the district. A representative of the Board shall also be a member of this Committee.
- F1.3 The primary purpose of this Committee shall be to establish and oversee guidelines and procedures for approving and facilitating both staff and teacher-initiated requests for funding and attendance at professional development activities. These guidelines shall incorporate a process for the allocating and administering of a major part of the available professional development funds (as determined in clause F1.6) to and by the schools. Each school staff will be expected to determine its own system of monitoring and reviewing the use of their funds in order to encourage individual professional growth or staff development.
- F1.4 The Committee may also decide to contribute financially and organizationally towards other District No. 52 Professional Development activities.
- F1.5 The Board and the Union agree to the following funding ratio: Board 5:1 PRDTU.
- F1.6 The Board and the PRDTU agree on contributing annually to the Joint Professional Development Committee an amount equivalent to each prior year's June salary schedule at Category 6 Maximum.
- F1.6.1 Additionally the Board will supplement the fund by \$4,500. to be used by the three village schools (\$1,500. per school) to help defray travel costs involved in professional development activities.
- F1.6.2 The Board agrees to pay \$8,000 to the Joint Professional Development fund to help defray the costs of providing teachers on call for teachers taking professional development leave.
- F1.7 The Committee shall be free to approve funding to teachers on call in accordance with the guide lines and procedures established under clause F1.3.
- F1.8 The Joint Professional Development Committee shall provide a written report to the Board in June of each school year. The report will provide details of the disposition of funds for the fiscal year.

### **ARTICLE F2 - PROFESSIONAL IMPROVEMENT**

- F2.1 The sum of \$57.50 per credit (U.B.C. Equivalency) up to a maximum of \$575.00 per year will be paid towards expenses of all teachers successfully completing their approved credit courses and who remain in the employ of the Board.

- F2.2 Registration fees and a per diem allowance of \$22.00 will be paid to those teachers taking approved non-credit courses to a maximum of \$330.00 per year.
- F2.3 Teachers on a long term leave of absence are eligible for funding under the terms of this clause subject to returning to employment in this school district. Payment shall be made during the first month of return to teaching employment.
- F2.4 The onus of having courses approved will be upon the teacher concerned. Final approval shall be granted by the Superintendent of Schools or designate.
- F2.5 Teachers-on-call on each year's approved "Teachers on Call" list shall be eligible to apply for professional improvement expenses under this clause. Application approval by the Superintendent or designate will make the teacher eligible for reimbursement should he/she at some time in the future be assigned either a temporary or a continuing appointment in the district.
- F2.6 Application forms, titled Grant-in-aid Application Forms, may be obtained through the School Board Office or School Principals. Grant-in-aid requests for summer school courses must be submitted to the Board Office before June 10th. At other times of the year, applications related to non-credit courses must be submitted within a week of commencement of each course.

### **ARTICLE F3 - NON-INSTRUCTIONAL DAYS**

- F3.1 For purposes of salary, non-instructional days shall be deemed as working days.
- F3.2 The number and allocation of non-instructional days shall be as designated pursuant to paragraph D13.1.2.1(b).

### **ARTICLE F4 - PROFESSIONAL AUTONOMY**

- F4.1 Teachers shall, consistent with effective educational practice within the B.C. public school system, prescribed curriculum and locally developed programs, have individual professional autonomy in determining the methods of instruction, planning, evaluation and presentation of course materials in their professional assignments.
- F4.2 Notwithstanding F4.1, teachers shall evaluate in a manner consistent with any school-level or district-wide evaluation practices in place.
- F4.3 Professional autonomy does not infringe upon the Board's right to determine effectiveness of instruction and evaluation of its teachers in accordance with the provisions of this agreement.

## **ARTICLE F5 - EFFECTIVE EDUCATIONAL CHANGE**

Consistent with District commitment to effective educational change, the Board and the PRDTU recognize the joint Board/teacher responsibility to ensure, within the limitation of resources available, that appropriate retraining/in-service, professional development and collaboration takes place.

## SECTION G - LEAVE OF ABSENCE

### ARTICLE G1 - SICK LEAVE

- G1.1 It is recognized that the purpose of sick leave is to provide sick leave benefits as set out in this Article to teachers who are unable to work due to illness or quarantine.
- G1.2 Teachers shall be entitled to all sick leave credits earned in the employ of the Board but not used as at June 30th, 1988.
- G1.3 Sick leave is earned at the rate of one and one-half (1-1/2) days each month taught by the teacher in the service of the Board. Sick leave shall be credited for part months worked on a pro-rated basis.
- G1.4 Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
- G1.5 Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
- G1.6 There is no maximum to the number of days of sick leave that may be accumulated.
- G1.7 Fifteen (15) days sick leave, pro-rated for late appointment and pro-rated for part-time appointment, shall be advanced to each teacher at the beginning of the school year.
- G1.8 If a teacher ceases to be employed by the Board prior to the end of a school year, any sick leave benefits which were used but not earned shall be repaid to the Board by the teacher.
- G1.9 The maximum number of sick days that may be utilized by a teacher in any school year shall not exceed 120 days.
- G1.10 Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness. Any teacher required to provide such a certificate will be notified in advance, and such notification shall not be given unreasonably.
- G1.11 Notwithstanding paragraph G1.10, a medical certificate may be required for an illness extending beyond three (3) days.
- G1.12 In the event of a teacher's prolonged illness, long term sick leave without pay shall be granted to the end of the second school year following the year of expiry of all his/her sick leave days available.
- G1.13 An accounting of each teacher's available sick leave, accumulated to the end of the preceding month, shall be shown on his/her monthly salary statement.

## **ARTICLE G2 - ANNUAL LEAVE OF ABSENCE**

G2.1 Annual leave of absence will be granted on the basis of the following priorities:

### G2.1.1 Priority 1

- (a) attendance at a university;
  - (b) Department of National Defence posting;
  - (c) to participate in an approved teacher exchange program;
- Note: The Board does not favour exchange programs unless the school years coincide.
- (d) secondment to the Ministry of Education;
  - (e) service with a post secondary institution (the nine month, full or part-time SFU Faculty Associate position is considered eligible under this paragraph).
  - (f) to participate in a First Nations' educational activity or educational program.

### G2.1.2 Priority 2

- (a) for personal reasons acceptable to the Board.

G2.2 The following conditions apply to the applications for and the granting of annual leaves of absence:

G2.2.1 The teacher has given at least three (3) years service to the Board; or in the event that a teacher has been granted annual leave of absence, three (3) years of service has elapsed since the completion of the annual leave that had been granted. DND and SFU Faculty Associate leaves are normally two year assignments, and the second year is excluded from the three year eligibility requirement.

G2.2.2 The number of persons given annual leave of absence in any one (1) school year shall be at the discretion of the Board. However, normally no more than ten (10) percent of the teaching staff may be given long term leave of absence in any one (1) school year (excluding leave for illness or medical reasons, or for partial leave).

G2.2.3 Applications shall be submitted before April 15th of that year.

G2.2.4 A teacher shall give the Board notice of his/her intention to return or not to return from annual leave of absence, in writing, no later than March 31st of the year the leave is in effect.

G2.3 A continuing teacher shall have the right to request a partial leave of absence for a full school year.



G2.4 Teachers on annual leave who accept a teaching position elsewhere without prior arrangement of the Board shall be considered to have terminated employment and benefit privileges with this School District.

**ARTICLE G3 - MATERNITY/ADOPTION/LEGAL GUARDIANSHIP/PARENTAL LEAVE:**

**G3.1**            G3.1.1            Maternity Leave:

When a teacher has forwarded medical proof of pregnancy, maternity leave without pay shall be granted upon request as provided for in Part 6 of the *Employment Standards Act*. Requests for maternity leave shall be submitted, in writing, to the Superintendent of Schools at least four (4) weeks before the desired commencement of the leave. The expected date of birth should be stated as well as the length of the requested leave.

G3.1.2            Adoption/Legal Guardianship Leave:

In the case of adoption or legal guardianship a leave of absence without pay and not to exceed a time period of twelve (12) weeks shall be granted upon request. If both parents are teachers in the employ of the Board, it shall be granted to either, but not both. Leave shall commence from the date of arrival of the child in the home.

G3.1.3            Parental Leave:

When a teacher has forwarded proof of parenthood, parental leave without pay shall be granted upon request as provided for in Part 6 of the *Employment Standards Act*. Requests for parental leave shall be submitted, in writing, to the Superintendent of Schools at least four (4) weeks before the desired commencement of the leave. The commencement date and length of the requested leave should be stated.

G3.2 A teacher granted leave shall be issued with a record of employment by the board to qualify for EI maternity/parental benefits.

**G3.3**            **Childraising Leave:**

Up to two (2) weeks prior to the expiry date of the leave granted in paragraph G3.1.1 (Maternity), G3.1.2 (Adoption/Legal Guardianship) or G3.1.3 (Parental) the teacher has the option to request a childraising leave. Upon such request the Board shall grant a childraising leave of up to two (2) school years commencing upon the expiry of the leave referred to in G3.1 on the following conditions;

- (i) where both parents are teachers employed by the Board there is only one leave available which may be shared between the parents as they request provided that only one parent may be on such leave during any school year.

- (ii) the leave will normally end on December 31st or June 30th. Subject to the approval of the Superintendent of Schools, should circumstances allow and provided arrangements are made in advance of the leave being taken, the leave may end on the last day of spring break.
- (iii) any leave taken under G3.3 will count towards parental leave entitlement under paragraph G3.1.3.

G3.4 Should a teacher's personal circumstances change; the teacher has a right to request an early return from leave and shall resume teaching as soon as a suitable and mutually acceptable position becomes available.

**G3.5 Returning from Maternity/Adoption/Legal Guardianship/Parental Leave:**

G3.5.1 A teacher returning from maternity/ adoption/ legal guardianship/ parental leave within a school year shall be reassigned to the same position held prior to the leave unless an alternate placement is mutually agreed upon.

G3.5.2 A teacher returning from maternity/ adoption/ legal guardianship/ parental leave that continues from one school year into the next school year shall be reassigned to the same school in which he/she taught at the inception of the leave and shall be given the same opportunity for input into his/her teaching assignment that is available to other staff members. This does not preclude the possibility of a mutually agreed upon alternate placement.

G3.5.3 Should declining enrolment necessitate a teacher transfer from the school, no teacher shall, as a consequence of this clause, gain assignment security over other teachers on staff and shall be equally subject to reassignment.

**G3.6 Fringe Benefits:**

G3.6.1 Maternity/Adoption/Legal Guardianship/Parental Leave

A teacher may maintain his/her fringe benefits while on maternity/adoption/legal guardianship/parental leave by arranging to pay his/her share of the premiums in advance. The Board will continue to pay its share of the premiums.

G3.6.2 Childraising Leave

A teacher may maintain his/her fringe benefits while on childraising leave by arranging to pay in advance for a one year period at a time (or such shorter times as leave may be), the full cost of the premium.

G3.7 Upon resumption of duties following childraising leave, the teacher will be assigned to a reasonably comparable position within the district.

- G3.8 Clause G3.7 notwithstanding, the teacher may apply for another position.
- G3.9 Nothing in this article shall deny a teacher any of the rights granted in the Employment Standards Act.
- G3.10 In the event that application has been made for maternity leave as per paragraph G3.1.1, should the pregnancy terminate prior to the commencement of that leave, the teacher shall have discretion to take up to eighteen (18) weeks of unpaid leave.

#### **ARTICLE G4 - PATERNITY/ADOPTION LEAVE**

- G4.1 Paternity leave with pay shall be granted for one day on the birth of a child. Leave with pay shall be granted for one day on the adoption of a child. Such paternity and adoption leaves must be taken within six (6) days of either the birth or the arrival of the child in the home.
- G4.1.1 A village teacher whose spouse leaves the village for the birth of her baby shall have access to up to three (3) days' paid paternity leave in addition to that set out in G4.1.
- G4.2 Notwithstanding clause(s) G4.1 and G3.1.2 of this article, in the event of adoption, upon request, a teacher shall be granted one day's leave of absence with pay, for necessary travelling time.
- G4.2.1 A village teacher will be allowed up to an additional two days with pay, pursuant to clause G4.2, for necessary travelling time.

#### **ARTICLE G5 - ILLNESS OF A FAMILY MEMBER**

- G5.1 When a teacher requests leave of absence for compassionate reasons of illness within the family, such leave shall be granted, with pay, to a maximum of five (5) days in each school year. Where leave is granted under this clause, the Board may require a certificate of proof of such illness from a duly qualified medical practitioner.
- G5.2 For purpose of this clause family includes spouse, child, spouse of child, mother, father, sister, brother, grandparent, grandchild, brother/sister-in-law, and mother/father-in-law.
- G5.3 When taking leave pursuant to clause G5.1, upon request, a teacher in a village school shall be granted up to two additional days leave of absence with pay per year, if necessary, for travelling time involved.

## **ARTICLE G6 - BEREAVEMENT**

- G6.1 The Board shall grant leave with pay to a maximum of five (5) days in case of the death of a spouse, child, spouse of child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild.
- G6.2 Additional leave without pay may be requested of the Superintendent of Schools and shall not be unreasonably withheld.
- G6.3 In the event of the death of any relative not mentioned above or a friend of the teacher, the teacher will be granted up to one day with pay to attend the funeral and additional days, if necessary, without pay for travel.
- G6.4 When taking leave pursuant to clause G6.1, upon request, a teacher in a village school shall be granted up to two additional days leave of absence with pay per year, if necessary, for travelling time involved.

## **ARTICLE G7 - JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS**

- G7.1 Leave of Absence with pay shall be granted for the following reasons:
- (a) jury selection,
  - (b) jury duty,
  - (c) when a teacher is subpoenaed as a witness in a legal proceeding in which he or she is not a party to the proceedings.

Witness or jury duty fees when received shall be paid to the Board.

- G7.2 Where a teacher is required to attend a court or tribunal as a plaintiff, defendant, petitioner, respondent, or complainant, the teacher shall be granted leave of absence without pay for such purposes. Teacher-on-Call costs will be borne by the Board.
- G7.3 Where a teacher must take time from teaching duties to act as a co-defendant of the Board, such time will be with pay.

## **ARTICLE G8 - PUBLIC OR CIVIC DUTY**

- G8.1 When a teacher is nominated as a candidate and wishes to contest a provincial, or federal election, he/she shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, he/she shall be granted leave through the end of the school year in which the term in office expires.

- G8.2 Teachers elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, at the cost of a teacher on call or replacement teacher to a maximum of five (5) days in any school year.
- G8.3 The Superintendent of Schools may grant leave of absence to teachers as representatives of youth oriented community groups in order for them to attend meetings, training sessions, sports events, etc., at the cost of a teacher on call or replacement teacher to a maximum of three (3) days in any school year.

#### **ARTICLE G9 - EARLY LEAVE FOR SUMMER STUDIES**

Paid leave of absence after June 15th shall be granted to teachers to take summer courses approved by the Superintendent where attendance is required before June 30th. Length of leave shall, in each case, be determined by the Board. Teacher-on-Call or replacement teacher costs, should they be necessary, shall be paid by the teacher.

#### **ARTICLE G10 - SPECIAL VILLAGE TEACHER PERSONAL LEAVE**

- G10.1 During the first full year of teaching in the villages, each teacher shall be granted one day per year of personal leave with pay. During the second and each subsequent full year of teaching in the villages, each teacher shall be granted two days per school year of personal leave with pay.
- G10.2 Such leave shall be taken at a time mutually agreeable to the teacher and the school principal, shall be subject to availability of a suitable teacher on call or replacement teacher, and will not normally be attached to Christmas, Spring or Summer break.

#### **ARTICLE G11 - PERSONAL/DISCRETIONARY LEAVE**

- G11.1 Leave of absence without pay will be granted to a maximum of 5 days per school year at the request of a teacher for personal reasons, by arrangement with the principal and subject to the availability of a suitable teacher on call or replacement teacher. Such leave availability is pro-rated for part year appointments.
- G11.2 Such leave shall not be granted for reasons of earning money, apart from honoraria for education related activities. Nor shall such leave normally be granted as an attachment at Christmas, Spring or Summer break.

## **ARTICLE G12 - BOARD'S DISCRETIONARY LEAVE**

If requested by a teacher, the Board may grant leave of absence over and above that provided for elsewhere in this contract. Such leave will be without pay. Teacher-on-Call costs will be borne by the Board.

## **ARTICLE G13 - SHORT-TERM LEAVE FOR EDUCATIONAL WORK APART FROM TEACHERS' REGULARLY ASSIGNED DUTIES**

When a teacher, with prior Board approval, is absent from her/his regular teaching assignment in order to participate in or attend the following activities, she/he will be on paid leave of absence:

- (a) short term professional development activities, both in and out of district;
- (b) school accreditation;
- (c) short term, non-seconded work for the Ministry of Education;
- (d) marking provincial examinations during the winter marking session.

Each teacher is required to submit a district leave of absence form for approval and processing prior to the leave taking place.

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT No. 52  
(PRINCE RUPERT)**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer

and,

**THE PRINCE RUPERT DISTRICT TEACHERS' UNION**

\_\_\_\_\_  
Chairperson  
Collective Bargaining Committee

\_\_\_\_\_  
President

Duly signed for the Board and the Union on the \_\_\_\_\_ day of \_\_\_\_\_

## APPENDIX A

School District No. 52 (Prince Rupert)

PRINCE RUPERT DISTRICT TEACHERS' UNION

### MEDICAL TRAVEL BENEFITS PLAN

#### I. BENEFITS:

Teachers in the employ of School District No. 52, who are members of the PRDTU while enrolled as members under Medical Travel Benefits Plan and their dependants while registered shall be entitled to benefits payable at 100% for the following medical travel expenses.

- (1) Transportation for a member and/or his/her dependants by scheduled air, rail, bus or airport ferry to and from the nearest locale equipped to provide the treatment required when ordered by the attending Physician and Surgeon because, in his/her opinion, adequate treatment is not available locally. Private auto reimbursed at the equivalent bus expense. Said transportation must be within two months of referral and will not be provided to points beyond Vancouver, B.C.
- (2) Transportation of an attendant for the patient being transported under (1) above, when ordered by the attending Physician and Surgeon.
- (3) Accommodation in a commercial facility for the patient only, before and after medical treatment to a maximum of \$65.00 per day for a total of seven (7) days, in cases where transportation has been provided under (1) above.  
Accommodation is not provided for the attendant.
- (4) All benefits under this plan will be available to teachers in Hartley Bay, Kitkatla and Port Simpson including maternity procedures and delivery requiring special confinement as ordered by a doctor. Hotel accommodation will only be reimbursed at \$65.00 per day for five (5) days. The plan does not cover regular visits to doctors for any medical condition. It is intended to provide for specialized treatment.

#### II. PAYMENT OF BENEFITS:

- (1) All claims must be submitted on an approved form to the Board Office within 90 days of the date on which the expense was incurred.
- (2) The teachers' physician must provide a statement that the service required is not available locally. It is expected that the services of a travelling specialist providing service in Prince Rupert will be used wherever possible.
- (3) Failure to submit claims within the 90 day period shall not invalidate any claim if the claim has been filed as soon as reasonably possible.



- (4) No action may be brought against the Board or the PRDTU for any claim hereunder unless brought within one year from the date the liability was incurred.

### III. **EXCLUSIONS:**

The following are not included in the aforementioned Benefits:

- (1) Expenses in respect of any injury, illness or condition for which care is provided or hereafter may be provided to the member or his/her dependants without cost, or at nominal charges by public authorities, or by a tax-supported agency, including services which are available under any Workers' Compensation Act, or by virtue of any statute, or from any Government Authority and expenses for which the Medical Services Plan of British Columbia is liable.
- (2) To the extent that monies are received, expenses for which a member or a dependent is entitled to reimbursement under any other group or individual insurance policy.
- (3) Charges incurred in connection with a condition due to an act of war, riot or insurrection including, but not limited to, any war declared or undeclared, combination of countries or international organizations.
- (4) Charges for any services or supplies in those cases where and to the extent that the necessary services or supplies are provided or paid for by any party or parties liable at law to make such provision or payment.
- (5) This benefit does not apply to Doctors of Dental Surgery or Dental Specialists.
- (6) This benefit does not apply to elective cosmetic surgery.

### IV. **GENERAL:**

- (1) In the event of a member or dependent suffering any damage from the malpractice or negligence of any person or supplier rendering service hereunder to such member or dependent, the member concerned must make his/her claim, if any, against such person or supplier and not against the Board or the PRDTU, and the member waives any claim he/she might have against the Board or the PRDTU in respect of such malpractice or negligence and agrees to indemnify and save it harmless from any such claim that may be made against it.
- (2) No assignment of this Benefit on the part of the Employer shall be valid or effective unless and until consented to by the Board and the PRDTU. Neither the services provided under this Agreement nor any monies payable with respect hereto shall be assignable unless consented to by the Board and the PRDTU.
- (3) Any notice required to be given hereunder shall be sufficiently given if delivered by hand or mailed by prepaid post addressed in the case of the Employer to:

School District No. 52 (Prince Rupert)

634 East 6th Avenue  
Prince Rupert, B.C.  
V8J 1X1

and in the case of the PRDTU, as follows:

Prince Rupert District Teachers' Union  
869 Fraser Street  
Prince Rupert, B.C.  
V8J 1R1

and any notice so given shall be deemed to have been received when the same would have been delivered in the ordinary course of post or transmission.

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer

**PRINCE RUPERT DISTRICT TEACHERS' UNION**

\_\_\_\_\_  
Chairperson  
Collective Bargaining Committee

\_\_\_\_\_  
President

## **APPENDIX B**

### **MEMORANDUM OF UNDERSTANDING**

**BETWEEN  
P.R.D.T.U. AND S.D. #52**

#### **Re: School Based Staffing Situation**

For the purposes of ensuring that all affected teachers are aware of a “school-based staffing” situation at their school the parties agree to the following:

A “school-based staffing” situation which will result in a possible re-assignment of a teacher on continuing contract shall be made known to all the teachers in that school by a written notice being deposited in each teacher’s mail box. Such notice shall allow at least two teaching days (excluding “non-instructional days”) before the “school-based staffing” decision is finalized.

Signed this June 08, 1993

On behalf of the PRDTU

On behalf of S.D. #52

## PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

### L.O.U. 1      Designation of Provincial and Local Matters

#### 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, all changes up to September 1, 2002.
---

## APPENDIX 1 - PROVINCIAL MATTERS

### Appendix 1 PROVINCIAL MATTERS

#### Housekeeping — Form Issues

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

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

1. Term and Renegotiation
  - 1.71 *Negotiations - Provision for Re-Opening During Tern, 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. Employment 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*
  - 3.43 *Job Description*
- 3.1 NOTE: Re: Selection of Administrative Officers, See Addendum B.
4. Offer of Appointment to the District
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
5. Positions and Assignments - referenced to Definition
6. Non-sexist Environment
  - 3.16 *Non Sexist Environment*
7. Sexual Harassment
  - 3.15 *Harassment - Sexual; Personal Harassment*
8. Harassment
  - 3.14 *Harassment of Teachers*
9. Falsely Accused Employee Assistance
  - 2.4 *Falsely Accused Employee*
10. Parental Complaints
  - 3.39 *Complaints - Public*
11. Violence Prevention in Schools
  - 3.47 *Acts of Violence Against Teachers*
12. Criminal Record Checks
  - 1.111 *criminal record checks*
13. Resignation
  - 3.44 *Employee Terminating Employment*

## **Section F — Professional Rights**

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

## **Section G — Leaves of Absence**

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

- 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
- 8. Discretionary Leave
  - 1.54 *Short Term - Leave, Discretionary; General; Personal*
- 9. Leave for Elected Office and Community Service
  - 1.49 *Community Service; Search and Rescue Leave*
  - 1.51 *Election Leave, Political Leave*
- 10. WCB Leave With Pay
  - 1.21 *WCB*
  - 1.67 *Worker's Compensation - Leave*
- 11. Early Retirement Incentive Plan - separate from B
- 12. Leave of Absence Incentive Plan
  - 1.47 *Absence Incentive Plan - Leave*
- 13. Religious Holidays
  - 1.62 *Religious Holiday - Leave*
- 14. Leave to Attend Retirement Seminars
  - 1.112 *Leave to Attend Retirement Seminars*
- 15. Leave for Communicable Disease
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
- 16. Leave for Conference Participation
  - 1.113 *Leave for Conference Participation*
- 17. Leave for Competitions
  - 1.55 *International Amateur Competition, Sports Competition Leave*
- 18. Leave for Visiting Exchange Teachers
  - 1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
- 19. Leave for University Convocations
  - 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*

## APPENDIX 2 - LOCAL MATTERS

<b>Appendix 2 LOCAL MATTERS</b>
-------------------------------------

### Housekeeping - Form

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

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

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

### **Section B — Salary and Economic Benefits**

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

## **Section D — Working Conditions**

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

## **Section E — Personnel Practices**

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

## **Section F — Professional Rights**

1. Professional Development Committee [NOTE: See also Addendum C]  
1.78 *Professional Development Committee - as related to control*

2. First Nations Curriculum
  - 4.12 *First Nations - Indian Studies Curriculum*
3. Women's Studies
  - 4.31 *Women's Studies*
4. Committees
  - 4.8 *Committee - Professional Relations*
  - 4.19 *Parent Advisory Council*
  - 4.48 *Joint Studies, Liaison, Employment Relations Committee*
5. Fund raising
  - 4.13 *Fund Raising*
6. Classroom Expenses
  - 4.23 *Reimbursement for Classroom Materials Paid by Teachers*

**Section G — Leaves of Absence**

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

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

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

"



**Addendum A To  
Letter of Understanding No. 1  
Appendix 1 and 2  
Unpaid Leave In The Designation Of  
Provincial and Local Matters**

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

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

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

October 25/95

---

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

**Concerning  
Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"  
President  
BC Teachers' Federation

"K. Halliday"  
Chief Negotiator  
BC Public School Employers' Association

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

*Professional Development and Teacher Assistants*

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

---

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

**L.O.U. 2 IMPLEMENTATION OF ART. E.2 HARASSMENT/SEXUAL HARASSMENT**

LETTER OF UNDERSTANDING 2

**Between  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
and  
BRITISH COLUMBIA TEACHERS' FEDERATION  
Concerning  
Implementation of Article E.2**

The parties hereby agree to the following terms and conditions with regard to the implementation of Article E.2 of the collective agreement:

1. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - a. Step One of the Resolution Process in Article E.2 shall be solely an attempt to mediate the complaint;
  - b. Any and all discussions at Step One shall be completely off the record and will not form part of any record;
  - c. Only the complainant, respondent, and administrative officer shall be present at Step One meetings;
  - d. No discipline of any kind would be imposed on the respondent; and
  - e. The BCTF and its Locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at Step One.
2. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of #1 above, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
3. In the circumstances where a respondent has acknowledged responsibility pursuant to #2 above, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.
4. The form of a complaint at Step Two should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

Dated this 14th day of March 1997.

Original signed by  
"Alice McQuade"  
BCTF President

Original signed by  
"Sherida Harris"  
BCPSEA

**L.O.U. 3 SCHOOL DISTRICT HOUSING – LOCAL JOINT COMMITTEES**

LETTER OF UNDERSTANDING 3

Between

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

And

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re SCHOOL DISTRICT HOUSING — LOCAL JOINT COMMITTEES**

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

Dated November 22, 2001

For the BCTF:  
"I.Lanzinger"

For the BCPSEA:  
"J. R. Davis"

**L.O.I. 1      BCTF/BCPSEA SCHOOL DISTRICT HOUSING – PROVINCIAL COMMITTEE**

LETTER OF INTENT No. 1

**Between**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**And**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

Re                    BCTF/BCPSEA SCHOOL DISTRICT HOUSING — PROVINCIAL COMMITTEE

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

Dated November 22, 2001

For the BCTF:  
"I. Lanzinger"

For the BCPSEA:  
"J. R. Davis"