2006 – 2011 – DISTRICT WORKING DOCUMENT

PROVINCIAL and LOCAL AGREEMENT

A WORKING DOCUMENT

- Between -

British Columbia Public School Employers' Association
(BCPSEA)

Board of School Trustees of School District No. 61 (Greater Victoria)
(The "Employer")

- and -

British Columbia Teachers' Federation
(BCTF)

Greater Victoria Teachers' Association
(The "Local")

Effective July 1, 2006 - June 30, 2011

AS IT APPLIES IN School District No. 61 (Greater Victoria)

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

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PREAMBLE

1. This Agreement is made pursuant to and governed by the *School Act* and the *Labour Relations Code*. Terms used in this Agreement which are defined in those Acts shall have the meanings defined in those Acts. In the event that this Agreement conflicts with legislation, the Board and the Association will meet to find ways in which the intent and terms of this Agreement can be fulfilled without contravening legislation.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2006 to June 30, 2011. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.

2. In the event that a new Collective Agreement is not in place by June 30, 2011 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.

3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.

4. a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.

   b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.

   c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.

5. a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.

   b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.

c. i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).

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

Local Provisions

6. The total premium expense for the following employee benefits shall be borne by the employee, in the event of a strike or by the employer in the event of a lockout:

   a. Medical Services Plan of BC

   b. Extended Health Benefits

   c. Group Life Insurance

   d. Dental Plan

7. There shall be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE A.2 RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.

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

3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.

2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.

3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.

4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.

5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

ARTICLE A.5 COMMITTEE MEMBERSHIP

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.

2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives.

3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher on call costs shall be borne by the employer.

4. When a teacher-on-call is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the teacher-on-call shall be paid pursuant to the provisions in each district respecting Teacher-on-Call Pay and Benefits. A teacher on call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the teacher-on-call shall receive a full day's pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. <u>Step One</u>

a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.

b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

3. Step Two

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

b. The grievance shall be presented in writing giving the general nature of the grievance.

4. Step Three

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

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

i. the number of representatives of each party at Step Three shall be three; and/or

ii. at least one of the employer representatives shall be a trustee.

b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

5. Omitting Steps

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

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

6. Referral to Arbitration: Local Matters

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.

b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

7. Referral to Arbitration: Provincial Matters

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.

b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

c. Review Meeting:

i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.

ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.

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

8. Arbitration (Conduct of)

a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.

b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

d. Authority of the Arbitrator:

i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.

iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.

e. The decision of the arbitrator shall be final and binding.

f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. **General**

a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.

b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.

e. i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher on call is required, such costs shall be borne by the employer.

ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and

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

Local Provisions

10. Expedited Arbitration

a. Within the fifteen (15) day timeline established in A6.6 of this Collective Agreement, qualification may be referred to expedited arbitration by the BCTF.

b. A single arbitrator shall be selected from the list of arbitrators set out in Article A.6.10.f. Unless the parties agree otherwise, and subject to A.6.10.c, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator who is not included on the list.

c. Within ten (10) teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within a further five (5) teaching days. If no arbitrator from the list is available within ten (10) teaching days, the arbitrator from the list that is first available shall be selected.

d. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by either party in respect to any other matter.

e. The parties shall share equally the fees and expenses of the arbitrator and be responsible for their own costs which flow from the arbitration.

f. The list of arbitrators to be selected shall be:

i. John Kinzie

ii. Colin Taylor

iii. Mark Thompson

iv. David McPhillips

ARTICLE A.7 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.

2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.

3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.

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

ARTICLE A.8 LEGISLATIVE CHANGE

1. In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.

2. a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.

   b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.

3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).

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

ARTICLE A.20 NO CONTRACTING OUT

1. All positions within the bargaining unit that become vacant as a result of, but not limited to, retirement, resignation, increased enrolment, leave of absence, lay-off or termination will remain within the bargaining unit.

2. No position that would normally be filled by a member of the bargaining unit shall be contracted out unless by mutual agreement.

3. Any dispute with respect to the contracting out or assignment of bargaining unit work may be resolved by either party referring this matter directly to arbitration under Article A.6.6 of this Collective Agreement.

ARTICLE A.21 DEFINITION OF AN EMPLOYEE

1. Employee means any teacher as defined in Part 1 of the *School Ac*t.

2. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.

3. The Board shall notify the Association of all new education positions offered in the District and submit to the local Association offices a written job description of the new position(s). Newly created positions, other than Superintendent of Schools, Assistant Superintendents, Directors of Instruction, Assistant Directors, Principals or Vice Principals, shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

ARTICLE A.22 SECONDMENT AND RELEASE TIME

1. President and First Vice-President's Release

a. The Board hereby agrees to release the President and First Vice-President of the Association from their teaching duties for the duration of their term of office.

b. The Board shall continue to pay the President and First Vice-President her/his salary and to provide benefits as specified in the Agreement. The Association shall reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.

c. For the purpose of pension, experience, sick leave and seniority, the President and First Vice-President shall be deemed to be in the full employ of the Board. The President or First Vice-President shall inform the Board of the number of days or partial days, if any, that (s)he was absent from her/his duties due to illness. Such days or part days shall be deducted from her/his accumulated sick leave credits.

d. The teacher returning to full teaching duties from a term as President or First Vice-President shall be assigned to the position held prior to the release or to another available position which is acceptable to the teacher.

e. In the event the President is unable to fulfil the presidential duties, the Board shall provide a teacher-on-call to permit another Association member to assume the duties of the President. Provisions of this Article, (a) to (d), shall apply.

2. Secondment

In the event that an employee covered by this Agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the Federation, leave of absence without pay shall be granted for the duration of those duties.

For the purpose of pension, experience, sick leave and seniority, the employee shall be deemed to be in the full employ of the board. In such case the employee shall be entitled, on written notice at least one month prior to the commencement of a school term, to return to employment with the Board effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.

3. Other Release Time

An employee covered by this Agreement who is a member of the executive committee, Representative Assembly, a committee or task force of either the local or the BCTF, the CTF, the BC College of Teachers or appointed an official representative or delegate of the local or the BCTF, or who is an Association staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved.

Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the teacher-on-call.

ARTICLE A.23 STAFF COMMITTEE

1. There shall be established in each school by September 30 of each school year, a Staff Committee. This committee shall operate without derogating from the duties and authority vested in the school's administrative officers pursuant to the *School Act* and *School Act Regulations*, and shall not abrogate the provisions of the collective agreement or the policies of the Board.

2. The composition of the committee shall be determined by the teaching staff but shall include at least one administrative officer of the school. The committee may also include other than teaching staff members if the committee deems their inclusion appropriate.

3. The committee shall have the right to provide advice and/or recommendations to the administrative officers and to consider aspects of school operation, including the following:

    a. School regulations, policies and routines.

    b. School educational philosophy and policy.

    c. Non-instructional days.

d. Curriculum.

e. School planning.

f. Evaluation and reporting.

g. School timetable and organization.

h. Professional development activities of teachers.

i. Timing and nature of informal student reports.

j. Timing of formal student reports.

4. In order to assist in the undertaking of the above, the committee:

   a. Will have access to:

      i. all relevant information necessary for development of educationally sound recommendations, and

      ii. all school level budget and financial information.

   b. Will hold regular meetings throughout the year, with agendas published in advance and minutes recorded and circulated.

   c. Will function according to procedures approved by the majority vote of the committee members.

5. Should the school administration fail to implement recommendations of the school staff committee, reasons shall be provided to the committee. The committee may forward a copy of the recommendation to the Superintendent who will investigate the matter and respond in writing to the committee.

ARTICLE A.24 ACCESS TO INFORMATION

1. To assist participation in the school decision-making process, the staff shall have access to relevant information, including but not limited to school-level budget and financial information. The process for requesting information shall be agreed to in each school by the staff and administration.

2. On behalf of a teaching staff, the Local may request relevant school-site information.

3. To promote the resolution of issues of mutual concern, the GVTA shall have access to relevant information, including but not limited to district-level budget and financial information. The process for requesting information shall be agreed to by the superintendent and the GVTA president by September 30 in each school year.

ARTICLE A.25 REPRODUCTION AND DISTRIBUTION OF THE COLLECTIVE AGREEMENT

1. This Collective Agreement shall be reproduced in total, and the cost shall be borne equally by the Board and the Association, and distributed to all Association members within one month of its being signed.

ARTICLE A.26 ASSOCIATION/BOARD LIAISON

1. Professional Consultative Committee

a. At the request of the superintendent or the GVTA president, a meeting shall be held between the executive committee and the superintendent.

b. Unless mutually agreed, there will be no more than five meetings per school year.

c. The responsibility for chairing and agenda setting shall be shared by the superintendent and the GVTA president.

2. Professional Relations Committee

a. There shall be a standing committee comprised of five representatives of district leadership and five member representatives of the GVTA appointed by the GVTA executive.

b. The committee shall meet monthly during the school year unless mutually agreed by the superintendent and the GVTA president.

c. The purpose of the committee shall be to promote mutual understanding, discussion and collaborative resolution of contract-related and professional concerns of a general nature including those which may potentially lead to grievances and to provide advice.

d. The responsibility for chairing and agenda setting shall be shared.

e. The functioning of this committee shall not prejudice the operation of the collective agreement, including the grievance procedure.

ARTICLE A.27 PICKET LINE PROTECTION

1. All employees covered under this agreement shall have the right to refuse to cross or refuse to work behind a legal picket line as defined by the *Labour Relations Code*. Any employee failing to report for duty for this reason shall be considered to be absent without pay.

2. Failure to cross a legal picket line encountered in carrying out School Board business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action by the Board.

3. The Board shall not request, require, nor direct teachers covered under this agreement, to do work or carry out duties normally performed by employees engaged in a strike, or locked out; nor shall the Board direct teachers to request, require or direct students to carry out such duties.

ARTICLE A.28 ACCESS TO WORK SITE AND USE OF SCHOOL FACILITIES

1. Representatives of the Association and/or the BCTF, authorized by the local Association, shall have the right to transact Association business on school property and utilize District facilities.

2. The Association shall have the right to use school facilities and equipment for meetings and other Association activities.

3. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staffroom in each school building.

4. The Association shall have access to the District mail service and employee mailboxes, free of charge, for communication to bargaining unit members.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

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

    a. Effective July 1, 2006: 2.5% increase

    b. Effective July 1, 2007: 2.5% increase

    c. Effective July 1, 2008: 2.5% increase

        i. Effective July 1, 2008, the salary grid maximum salaries at categories 4, 5, 5+ and 6 will be amended in accordance with Letter of Understanding No. 11 – 2008 Salary Harmonization.

    d. Effective July 1, 2009: 2.5% increase

    e. Effective July 1, 2010: 2.0% increase

2. The following allowances shall be adjusted in accordance with the above increases:

    a. Department head
    b. Positions of Special Responsibility
    c. First Aid
    d. One Room School
    e. Isolation and Related Allowances
    f. Moving/Relocation
    g. Recruitment & Retention

3. The following allowances shall not be adjusted by the above increases:

    a. Mileage/Auto
    b. Per Diems
    c. Housing
    d. Pro D (unless formula-linked to the grid)
    e. Clothing
    f. Classroom Supplies

4. Teacher on Call daily rates shall be adjusted in accordance with Article B.1.1.

Local Provisions

5. Basic Salary Scale

Except as otherwise provided in this Agreement, the salary of each teacher covered by this Agreement shall be determined by the following annualized scale:

Teacher Salary Grid As At July 1, 2006

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 40,460	$ 44,269	$ 47,671	$ 48,866
1	$ 42,361	$ 46,414	$ 49,982	$ 51,236
2	$ 44,261	$ 48,559	$ 52,294	$ 53,607
3	$ 46,162	$ 50,704	$ 54,606	$ 55,977
4	$ 48,063	$ 52,849	$ 56,918	$ 58,348
5	$ 49,964	$ 54,994	$ 59,230	$ 60,718
6	$ 51,864	$ 57,139	$ 61,542	$ 63,089
7	$ 53,765	$ 59,284	$ 63,854	$ 65,459
8	$ 55,666	$ 61,429	$ 66,166	$ 67,830
9	$ 57,567	$ 63,574	$ 68,478	$ 70,201
10	$ 59,467	$ 65,719	$ 70,789	$ 72,571

Teacher Salary Grid As At July 1, 2007

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 41,471	$ 45,375	$ 48,862	$ 50,087
1	$ 43,420	$ 47,574	$ 51,232	$ 52,517
2	$ 45,368	$ 49,773	$ 53,602	$ 54,947
3	$ 47,316	$ 51,971	$ 55,971	$ 57,377
4	$ 49,264	$ 54,170	$ 58,341	$ 59,807
5	$ 51,213	$ 56,369	$ 60,711	$ 62,236
6	$ 53,161	$ 58,567	$ 63,080	$ 64,666
7	$ 55,109	$ 60,766	$ 65,450	$ 67,096
8	$ 57,058	$ 62,965	$ 67,820	$ 69,526
9	$ 59,006	$ 65,163	$ 70,190	$ 71,956
10	$ 60,954	$ 67,362	$ 72,559	$ 74,385

Teacher Salary Grid As At July 1, 2008

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 42,508	$ 46,510	$ 50,084	$ 51,340
1	$ 44,505	$ 48,763	$ 52,513	$ 53,830
2	$ 46,502	$ 51,017	$ 54,942	$ 56,321
3	$ 48,499	$ 53,271	$ 57,371	$ 58,811
4	$ 50,496	$ 55,524	$ 59,800	$ 61,302
5	$ 52,493	$ 57,778	$ 62,229	$ 63,792
6	$ 54,490	$ 60,031	$ 64,657	$ 66,283
7	$ 56,487	$ 62,285	$ 67,086	$ 68,773
8	$ 58,484	$ 64,539	$ 69,515	$ 71,264
9	$ 60,481	$ 66,792	$ 71,944	$ 73,754
10	$ 64,040	$ 71,117	$ 76,322	$ 78,151

Benefit From Letter of Understanding No. 11 – 2008 Salary Harmonization:				
2.5% increase:				
	$ 62,478	$ 69,046		$ 76,245
Harmonization:				
	$ 64,040	$ 71,117		$ 78,151
Harmonization %:				
	2.50%	3.00%		2.50%
Category 5+ Max:	74% formula produces a higher salary than Harmonization. 74% formula implemented pursuant to B.12.3.c			

Teacher Salary Grid As At July 1, 2009

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 43,571	$ 47,673	$ 51,336	$ 52,623
1	$ 45,618	$ 49,983	$ 53,826	$ 55,176
2	$ 47,665	$ 52,292	$ 56,315	$ 57,729
3	$ 49,712	$ 54,602	$ 58,805	$ 60,282
4	$ 51,758	$ 56,912	$ 61,295	$ 62,834
5	$ 53,805	$ 59,222	$ 63,784	$ 65,387
6	$ 55,852	$ 61,532	$ 66,274	$ 67,940
7	$ 57,899	$ 63,842	$ 68,764	$ 70,493
8	$ 59,946	$ 66,152	$ 71,253	$ 73,045
9	$ 61,993	$ 68,462	$ 73,743	$ 75,598
10	$ 65,641	$ 72,895	$ 78,230	$ 80,105

Teacher Salary Grid As At July 1, 2010

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	$ 44,442	$ 48,626	$ 52,363	$ 53,676
1	$ 46,530	$ 50,982	$ 54,902	$ 56,279
2	$ 48,618	$ 53,338	$ 57,442	$ 58,883
3	$ 50,706	$ 55,694	$ 59,981	$ 61,487
4	$ 52,794	$ 58,051	$ 62,521	$ 64,091
5	$ 54,881	$ 60,407	$ 65,060	$ 66,695
6	$ 56,969	$ 62,763	$ 67,599	$ 69,299
7	$ 59,057	$ 65,119	$ 70,139	$ 71,903
8	$ 61,145	$ 67,475	$ 72,678	$ 74,506
9	$ 63,233	$ 69,831	$ 75,218	$ 77,110
10	$ 66,954	$ 74,353	$ 79,795	$ 81,707

6. Calculations for Pay For Daily Deductions and Part Year and Part Month Employment

a. The rate of deduction for a day without pay shall be 1/195th of the current annualized salary of a teacher.

b. Teachers shall be paid their annualized salary in twenty equal consecutive semi-monthly installments commencing in September. Mid-month payments will be issued on the 15th day of each month or in the event that the 15th day falls on a weekend, payment will be issued on the preceding Friday. Month-end payments will be issued on the last day of the month, or in the event that the month end falls on a weekend, payment will be issued on the preceding Friday.

c. In the event that a temporary vacancy or continuing contract commences on a day other than the first school day in that month, or terminates on a day other than the last school day in that month, the formula for payment per day for that month shall be:

$$\frac{\text{Number of days taught in month x current annual salary}}{195}$$

d. No partial month's payment shall be more than 1/10 of the basic annual salary.

ARTICLE B.2 TEACHER ON CALL PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.

2. For the purposes of Employment Insurance, the employer shall report for a teacher on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.

3. A teacher on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.

4. Teachers on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.

5. Teachers on call shall be paid an additional compensation of $3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than $1.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.

6. Rate of Pay:

   a. Employees who are employed as teachers on call shall be paid the rate specified below for each full day worked for the first three (3) days. Any provision in the Previous Collective Agreement which provides a superior daily rate shall remain part of the Collective Agreement. **[See B.2.7 (Category 6 TOCs) and B.2.8 (Part time) for superior provisions]**

      i. Effective July 1, 2006 $194.75

      ii. Effective July 1, 2007 $199.60

      iii. Effective July 1, 2008 $204.60

      iv. Effective July 1, 2009 $209.70

      v. Effective July 1, 2010 $213.90

   b. On the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, a teacher on call shall be paid 1/189 of his/her category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day worked.

Local Provisions

7. Teachers-on-Call who are members of the BCTF and of the Association shall be paid a daily rate of 1/250 of the annualized basic salary scale minimum rate as set out in this Article, based on category placement, for days 1 to 3 inclusive. **[Article B.2.6.a provides a superior rate for all TOCs except Category 6.]**

8. Part-time Teachers

   a. Part-time teachers who are employed as teachers-on-call shall be paid according to their qualifications and experience at a daily rate of 1/195th of the annualized basic salary from day 1.

   b. The provisions of Article B.2.6.b shall apply for the fourth consecutive and subsequent consecutive days worked.

9. A teacher-on-call assigned to a school and not utilized shall be paid the amount of the day for which they were to be employed.

10. A teacher-on-call shall receive a minimum two hour call out except when a part-time teacher is utilized within her/his school.

11. A short term assignment is one that is expected to last for fewer than twenty (20) working days.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 is not applicable in School District No. 61 (Greater Victoria).

ARTICLE B.4 EI REBATE

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

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:

   a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;

   b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.

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

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

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

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

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

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

   a. between September 1 and September 30 or December 15 and January 15 in any school year;

   b. no later than sixty (60) days following the commencement of employment.

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

9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.

10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.

11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

1. Effective July 1, 2006, the employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.

2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.

3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

   b. The claim for loss or damage exceeds ten (10) dollars;

   c. If applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the employer;

   d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

PCA Article B.8.1 through B.8.10 is not applicable in SD. No. 61 (Greater Victoria).

Local Provisions

11. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:

    a. Be on a continuing appointment or a temporary contract of 0.5 FTE or greater and for not less than ten months.

    b. Notify the Board through its Payroll Office, in writing using the prescribed form, no later than 4:30 p.m. on the Friday following the first day of school in September that they wish to participate in the plan.

c. Notify the Board, through its Payroll Office, in writing by June 30th if they do not wish to continue in the Payroll Savings Plan the following year.

12. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:

    a. For September to June:

        i. The semi-monthly net pay includes a deduction for the Payroll Savings Plan set at 16.67% of their net semi-monthly salary.

        ii. The 16.67% of net semi-monthly salary will be paid into the Payroll Savings Plan.

    b. For July and August:

        i. The amount accumulated in the Payroll Savings Plan will be paid by the Board in two equal installments into the employee's bank account on July 15 and August 15. If any of these days are non-banking days, the transfer will be made on the last banking day preceding these dates.

13. All payments will be made by direct deposit to the bank, credit union or trust company of the employee's choice.

14. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions for the remainder of the school year unless they have resigned from the District or been granted a leave that results in an interruption to earnings or have been terminated for cause. Other withdrawals from the plan would be in accordance with Article B.8.11.c.

15. The Board will make teachers aware of the Payroll Savings Plan when they sign their contract at the Board office on the date of their hire.

16. The interest earned on the monies in the Payroll Savings Plan will be disbursed by the Board first to offset the start-up costs of this plan. As agreed annually in September by the Board and the Association, and in accordance with the bank interest rates established by the Board's banking institution (currently C.I.B.C.), interest earned over and above the monies needed to offset the on-going administration costs of this plan will be distributed equitably to the plan subscribers.

ARTICLE B.9 PAY PERIODS

PCA Article B.9.1 through B.9.3 is not applicable in SD No. 61 (Greater Victoria). See Article B.1.6.b.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

1. Provincial Article B.10.1 does not apply in School District No. 61 (Greater Victoria).

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

3. Provincial Article B.10.1 does not apply in School District No. 61 (Greater Victoria).

4. Provincial Article B.10.4 does not apply in School District No. 61 (Greater Victoria).

5. Provincial Article B.10.5 does not apply in School District No. 61 (Greater Victoria).

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

Local Provisions:

6. Kilometre Allowance

Teachers who are required to use their personal vehicles in order to carry out their regular duties or other Board duties shall be reimbursed at a rate per kilometre, established as follows:

Each July the Kilometre Allowance should be adjusted to reflect the rate established by the Victoria aggregate cost of operating a mid-size automobile or, when the Victoria aggregate cost is not available, the British Columbia aggregate cost. The Board will provide the GVTA with the cost analysis used to determine the current Vehicle Standard Cost as established by the Runzheimer Vehicle Standard Cost Schedule or, if not available, another source as agreed to by the GVTA and the Board.

ARTICLE B.11 BENEFITS

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

Local Provisions

2. Medical Services Plan of BC and Extended Health Benefits

a. Effective September 1, 1994, the Board shall contribute seventy percent (70%) of the cost of the M.S.P. basic plan for any teacher in an assignment or accumulated assignment of at least 0.5 FTE who contributes thirty percent (30%) of the premium cost. The eligibility of participants will be as stipulated by the agreement between the M.S.P. and the Board.

b. Effective September 1, 1994, the Board shall contribute seventy-five percent (75%) of the cost of the Pacific Blue Cross Extended Health Benefits Plan for any teacher in an assignment or accumulated assignment of at least 0.5 FTE who contributes twenty-five percent (25%) of the premium cost.

In addition to the basic plan, the following coverage shall be provided:

i. hospital coinsurance,

ii. vision care with a maximum claimable of $150 every two years,

iii. audio care (replacement of hearing aids every four years) - effective September 1, 1994.

c. A teacher covered under this plan whose assignment or accumulated assignment is subsequently reduced to below 0.5 FTE shall continue to receive coverage as stipulated above.

3. Group Insurance

a. The Board shall pay fifty percent (50%) of the cost of group life insurance under the BCTF/BCSTA Group Insurance Plan for any teacher in an assignment or accumulated assignment of at least 0.5 FTE who contributes fifty percent (50%) of the premium cost.

b. A teacher covered under this plan whose assignment or accumulated assignment is subsequently reduced to below 0.5 FTE shall continue to receive coverage as stipulated in Article B.11.3.a.

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

4. Dental Plan

a. The Board shall pay eighty percent (80%) of the premium cost of a dental plan for any teacher in an assignment or accumulated assignment of at least 0.5 FTE who contributes twenty percent (20%) of the premium cost.

Dental coverage shall be as follows:
Part 1 (A) - 100% of dental fee
Part 2 (B) - 50% of dental fee
Part 3 (C) - 50% of dental fee, with a maximum lifetime benefit of $2,000 per family member

b. A teacher covered under this plan whose assignment or accumulated assignment is subsequently reduced to below 0.5 FTE shall continue to receive coverage as stipulated in Article B.11.4.a.

5. Part-time Teachers and Teachers on Leave of Absence

Part-time teachers not eligible for coverage under Articles B.11.2, B.11.3 and B.11.4 and teachers on unpaid leave of absence shall be eligible to purchase Medical, Extended Health, Group Life Insurance and Dental Plan Benefits.

6. Benefit Continuation after Statutory Sick Leave

The Board and teacher shall continue to contribute to their respective shares of the cost of maintaining coverage under BC Medical Services Plan, Extended Health Benefits Plan, BCTF/BCSTA Group Life Insurance Plan, Dental Plan, where applicable, during the period a teacher is on medical leave of absence to a maximum of one year after expiration of statutory sick leave.

7. Workers' Compensation Benefits

Teachers eligible for benefits under the *Workers' Compensation Act* of British Columbia shall continue to receive their regular salary for twelve months provided that their Workers' Compensation benefits are assigned to the Board of School Trustees.

After twelve months, the amount paid to the teacher by the Board shall be charged against the accumulated sick leave credits of the teacher on a proportional basis as long as the accumulation of sick leave benefits permits.

8. Benefit Plan Information and Changes

a. The Board shall provide the Association with a copy of the current policy in effect for each of the teacher benefit plans, and a copy of any financial/actuarial statements for those benefit plans at the time that they are provided to the Board.

b. The coverage under these plans shall not be altered or amended nor the carrier changed without prior consultation with the Association.

ARTICLE B.12 CATEGORY 5+

1. Eligibility for Category 5+

a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;

i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.

ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.

iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.

b. Post undergraduate diplomas agreed to by the TQS; or

c. Other courses or training recognized by the TQS.

2. Criteria for Category 5+

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

3. Salary Rate Calculation

a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6.

b. Where the salary rate for Category 5+ as at March 31, 2006 exceeds seventy-four percent (74%) of the difference between Category 5 and Category 6 as at April 1, 2006, the salary rate for Category 5+ as at March 31, 2006 shall remain.

c. Where the salary rate calculated pursuant to B.12.3.a exceeds the salary rate calculated pursuant to Letter of Understanding No. 11, the salary rate calculated pursuant to B.12.3.a shall be implemented.

4. Application for Category 5+

a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to B.12.1 and B.12.2 and the assignment of employees to Category 5+.

b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to B.12.1 and B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

Transition Process

Note 1:

1. In school districts where Category 5+ existed on June 30, 2006:

a. This Article shall be effective September 1, 2007 at which time the criteria and processes in effect at June 30, 2007 shall no longer be applicable.

b. Notwithstanding the above and the provisions of this Article, all employees assigned to Category 5+ as at June 30, 2007 shall be deemed to possess the qualifications as per this Article.

2. In school districts where Category 5+ is being newly implemented:

a. This Article shall be effective retroactively to April 1, 2006. Employees shall have until June 30, 2008 to submit to the employer the TQS Category 5+ Card for payment of a retroactive salary adjustment.

Note 2:

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

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

ARTICLE B.20 PLACEMENT ON SALARY SCALE

1. a. Except as otherwise provided in this Agreement, salary category of all teachers will be verified by the most recent evaluation of the British Columbia College of Teachers or the Teacher Qualification Service.

b. The salary schedule is a basic scale, however, and the Board reserves the right to pay in special circumstances any teacher a salary higher than that provided in the schedule, in which case the Association shall be notified accordingly. The President of the Association shall be notified in writing of each appointment made under this Clause.

c. Persons holding Letters of Permission whose years of preparation can be equated by the Board to university training shall be placed one category below that which would apply if their total years of training had included one year of teacher preparation, with the exception of teachers appointed under Article B.20.5.

2. Increment Dates

Annual increments shall be as shown in the applicable salary scale and these shall be payable as at September 1 or January 1, whichever is applicable.

3. Qualification Period for Increment

a. A period of not less than eight months full-time teaching in any school year constitutes a full year of experience, excepting only the provisions of the following clauses.

b. Part-time Service

i. a teacher employed for a school year on a part-time basis may be granted increments in accordance with the following conditions:

(1) Periods of part-time service may be combined and if the total service equals ten months on full-time, an increment shall be granted.

(2) Consideration may be given to the granting of one increment for service which equals at least eight months.

ii. part-time service in any other school District(s) in B.C. will rank equally with part-time service in School District 61. It shall be the responsibility of the teacher to submit a certified statement for this type of service with each period expressed as a decimal or percentage of the school year.

iii. the provisions of the salary agreement currently in effect shall apply when considering partial year service in other provinces or countries. Proof of such service will be required.

iv. part-time service will be calculated on the basis of the number of hours instruction offered in a school day, school week, or timetable cycle.

v. part-time and partial year service may be combined in order to qualify for an increment.

c. Partial Year Service

i. a teacher employed for less than eight months in each of two or more school years may be granted increments in accordance with the following conditions:

(1) Periods of partial year service may be combined and if the total service is ten months, an increment shall be granted.

(2) Consideration may be given to the granting of one increment for combined service which totals at least eight months.

ii. partial year service in any other school District(s) in B.C. will rank equally with partial year service in School District 61. It shall be the responsibility of the teacher to submit a certified statement for this type of service with each period expressed as a decimal or percentage of the school year.

iii. the provisions of the salary agreement currently in effect shall apply when considering partial year service in other provinces or countries. Proof of such service will be required.

iv. partial year and part-time service may be combined in order to qualify for an increment.

d. Increment Payable

The annual increment is payable to a teacher who is absent under the following circumstances:

i. on exchange or on a special assignment in the field of education carrying full pay.

ii. one increment may be granted to a teacher on leave of absence for professional growth, provided a satisfactory statement is submitted covering the case.

4. Recognition of Other School Experience

Teachers shall upon appointment receive full credit for previous teaching experience in government supported and inspected schools in Canada and one-half credit for previous teaching experience in government supported and inspected schools in the United Kingdom, the United States of America, Australia and New Zealand. Teachers receiving credit for one-half of such experience shall receive full credit after one year's satisfactory teaching experience in this District.

Further, teachers from independent schools in Canada shall receive credit for one-half of such experience upon appointment and shall receive full credit after one year's satisfactory teaching experience with the Board. To be eligible for such increment recognition, teachers from recognized independent schools shall have been in possession of equivalent certification, as recognized by the Board, prior to the years of experience being claimed. The onus shall rest on the teacher to provide written evidence to verify such experience.

For the purpose of this section, an independent school shall be one which:

a. Is a non-profit organization.

b. Is responsible to a Board of Governors.

c. Has been in existence for a minimum of five years.

d. Has provision for inspection

5. Recognition of Journeyman's Experience

a. Vocational teachers who have qualified as Journeymen in accordance with the *Apprenticeship and Tradesmen's Qualifications Act* and are appointed to teach more than half time in their area of specialty in a junior or senior secondary school, will be placed no lower than Category 4 on the salary scale.

b. Vocational teachers will be allowed credit to a maximum of five increments, for experience as qualified journeymen, on a ratio of two years' journeyman experience to one year of salary credit.

6. Recognition of Other Experience

Teachers who have experience for which no credit is otherwise provided in the Collective Agreement that is directly related to their intended position with the Board, may be allowed credit to a maximum of five increments on a ratio of two years' related experience to one year of salary credit, and furthermore, this credit may be allowed to teachers acquiring experience as teachers-on-call.

7. Certification Changes

a. The transfer from category to category by virtue of changed qualifications shall become remuneratively effective on the date so assigned and shown on the Teacher Qualification Service card, provided such card is presented to the Board within ninety (90) days of the assigned date of category change. Cards presented later than ninety (90) days shall result in the remunerative change becoming effective on the first day of the month following presentation.

b. Any revision of category determined by an appeal decision of the Teacher Qualification Service shall be retroactive to September 1 where the appeal is taken and the decision rendered prior to November 30, or to January 1 where the appeal is taken and the decision rendered prior to March 31.

ARTICLE B.21 ALLOWANCES

1. Department Heads

a. Department Heads shall be designated by the secondary school principal, in consultation with the school teaching staff.

b. Secondary schools shall receive an allocation for Department Head allowances as follows:

i. schools enrolling <750 students.....

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
$ 15,055	$ 15,432	$ 15,817	$ 16,213	$ 16,537

ii. schools enrolling <750 students.....

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
$ 13,549	$ 13,888	$ 14,235	$ 14,591	$ 14,883

c. Department Heads shall be paid on the following basis:

i. all Department Heads shall receive a base allowance of

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
$ 1,130	$ 1,158	$ 1,187	$ 1,216	$ 1,241

ii. the remaining school allocation shall be paid to Department Heads in accordance with the expectations for the position for the ensuing year.

d. Department Head allocations to schools shall be based upon the number of FTE students in a school at September 30.

e. Department Head allowances of $1,530 each per year shall be paid to the coordinators of provincial resource programs, including but not limited to the following:

i. Regional Coordinator SET-BC,

ii. Provincial Integration Support Program Coordinator.

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
$ 1,568	$ 1,607	$ 1,648	$ 1,689	$ 1,723

2. Teacher in Charge

a. – g. Definition and terms see Article E.26.1

h. Rate of Compensation.

i. when acting as Teacher in Charge for one (1) full day and up to five (5) continuous days, the teacher shall receive 50% of the daily allowance of the administrator being replaced.

ii. when acting as Teacher in Charge for six (6) full days and up to twenty (20) continuous days the teacher shall receive 75% of the daily allowance of the administrator being replaced for the full duration of the appointment.

iii. when acting as Teacher in Charge in continuous service for more than twenty (20) days and up to one (1) year the teacher shall receive 100% of the daily allowance of the administrator being replaced for the full duration of the appointment.

3. Summer School

a. Any teacher employed to give instruction in summer school shall be required to join the BCTF and the Association and shall remain a member for the duration of employment.

b. Any teacher employed to give instruction in summer school shall be required to pay fees, dues and levies of the BCTF and the Association in the amounts determined in accordance with their bylaws and constitution.

c. Any teacher employed to give instruction in summer school shall be paid at the rate of 1/975 of annual salary grid for each hour of instruction.

4. First Aid

a. The Board shall provide first aid training costs for any teacher who volunteers and is selected to undertake such training.

b. Any teacher who volunteers and is designated as a First Aid Attendant shall receive the following allowance based upon the certification required under the W.C.B. regulations.

i. Industrial First Aid Certificate .....

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
$ 2,091	$ 2,143	$ 2,197	$ 2,252	$ 2,297

ii. Survival First Aid Certificate .....

July 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009	July 1, 2010
$ 1,046	$ 1,072	$ 1,098	$ 1,126	$ 1,148

c. Any teacher designated as a First Aid Attendant who intends to withdraw from this role shall give the Board six (6) weeks notice of her/his intention to withdraw.

ARTICLE B.22 NEW POLICY OR CHANGES IN POLICY

1. In the case of any changes in policy of the Board or of the Superintendent of Schools, where such changes affect the salary of any teacher covered by this Agreement or will result in the reduction in the total teachers employed, the President of the Greater Victoria Teachers' Association shall be immediately notified in writing by an officer of the Board and either party may refer the matter for discussion and consideration to the committee established to hear Step 3 Grievances as outlined in A6-4 of the this Collective Agreement. These matters shall not proceed to arbitration.

2. Within thirty (30) days of the date of the School Board adopting a policy creating a new position which comes within this Agreement, the Board shall negotiate with the Association to establish the salary and/or allowances. Where such an agreement cannot be made, the matter shall be referred to Step 3 as provided in Article A6 this Collective Agreement and a decision rendered within sixty (60) days from the date of policy adoption. These matters shall not proceed to arbitration.

ARTICLE B.23 SAFEGUARD AGAINST SALARY REDUCTION

No person covered by this Agreement shall have her/his salary or allowance reduced by the application of this Agreement.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

1. An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.

2. The employer shall provide the local with a copy of any notice of resignation when it is received

ARTICLE C.2 SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.

2. Porting Seniority

    a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.

    b. Seniority Verification Process

        i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.

        ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.

        iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

3. Teacher-on-Call **[Not applicable in SD. No. 61 (Greater Victoria). See Article C.2.8.c below.]**

4. Effective July 1, 2006, an employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.

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

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

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

Local Provisions

7. "Seniority" means an employee's aggregate length of service in the employment of the Board, including part-time teaching and service as a teacher-on-call.

8. For the purpose of calculating service for the accrual of seniority, the following will apply:

    a. Any part of a day worked shall be deemed a full day of seniority.

    b. A part-time continuing contract employee whose schedule does not require the employee to work each school day of a week shall be deemed to be working each school day of that week.

    c. One hundred and sixty (160) days of teacher-on-call service shall constitute one (1) year of service.

    d. An employee shall not accumulate more than one year's seniority in one school year.

9. In addition to the provisions of Article C.2.7 and C.2.8 above, the seniority for an employee on a continuing contract shall include seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

10. Seniority shall not be forfeited, except by termination arising from resignation or by dismissal (pursuant to Article C.26).

11. Seniority shall not be accrued during periods of absence from the District, except during:

    a. Maternity Leave (includes extended maternity) and Parental Leave - to a maximum of three (3) years.

    b. Parenthood Leave - to a maximum of one (1) year.

    c. Sick Leave - unlimited.

d. Leave covered by the BCTF Salary Indemnity Fund - unlimited.

e. Educational Leave - up to three (3) years.

f. Secondment to the Ministry of Education - up to two (2) years.

g. Secondment to a Faculty of Education - up to two (2) years.

h. Participation in a recognized teacher exchange - up to two (2) years.

i. Teaching duties with the Department of National Defense - up to two (2) years.

j. Leave for duties with the Association or the BCTF - unlimited.

k. Leave for elected office at the provincial, federal or municipal level - unlimited.

l. Leave taken under the Deferred Compensation Plan - up to one (1) year.

m. Leave for Workers' Compensation Board - unlimited.

n. Other leaves of absence for two consecutive months or less in one school year.

o. Compassionate Care Leave pursuant to G.2

12. Where two or more employees have the same seniority, ties will be broken by application of the following in sequence:

a. The time and date of receipt of acceptance of appointment.

b. The date the application for employment with the District was received.

c. The earliest recorded date of work as a teacher-on-call with the District.

13. Changes to the seniority and service provisions in this collective agreement are in effect from January 1, 1994 and are not retroactive. Seniority accrued up to and including December 31, 1993 shall be carried forward.

14. The Board shall, by November 1 of each year, forward to the Association a list of:

a. All employees currently employed by the Board under continuing contract, in order of seniority, calculated according to Article 20, setting out length of seniority as of July 1 of that year.

b. Teachers-on-call in order of length of service with the Greater Victoria School District. For the purpose of calculating seniority and increments, one hundred and sixty days (160) of teacher-on-call service shall constitute one (1) year of service.

c. Employees on leave of absence.

d. Employees on recall.

15. Errors in the lists referred to in Article C.2.14 must be brought to the attention of the Human Resource Services Department on or before November 30.

ARTICLE C.20 PRINCIPLE OF SECURITY

1. The Board and the Association agree that security of employment increases in proportion to length of service in the employ of the Board for teachers who possess the necessary qualifications for positions which are available.

ARTICLE C.21 DEFINITION OF QUALIFICATIONS

1. In this Agreement "necessary qualifications" in respect of a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and a reasonable expectation that the teacher can perform the duties of the position based on the following criteria:

   a. Relevant teaching experience in the subject or teaching area.

   b. Relevant educational preparation.

   c. Relevant qualities such as: the teacher's commitment, temperament, experience, less formal training, and past performance.

   d. Evidence of ability to perform the duties of the position in a satisfactory manner.

2. It shall be the responsibility of each teacher to ensure the Human Resource Services Department has on file the appropriate documentation substantiating necessary qualifications as defined in Article C.21.1 above.

3. Should any appeal arise as to whether a teacher has or does not have the necessary qualifications for a teaching position, the appeal shall be referred to Step 3 of the Grievance Procedure of Article A.6 in this Collective Agreement within five (5) working days from the date that the teacher has received layoff notice from the Board, or from the date that an applicant who has recall rights has received notice from the Board that the applied for position has been filled by another applicant. The appeal shall be in writing and must state the grounds on which the appeal is being lodged. See Letter of Understanding – "Appeals During Staffing Process".

ARTICLE C.22 SECURITY OF EMPLOYMENT (LAYOFF)

1. When, for educational or budgetary reasons, the Board determines that it is necessary to lay off teachers employed on a continuing contract, the teachers to be retained shall be those who have the greatest seniority and who possess the necessary qualifications pursuant to Articles C.2 and C.21 for the position(s) available.

2. The layoff process shall proceed as follows:

    a. The Board shall provide each teacher it intends to lay off pursuant to this Agreement, with a minimum of thirty (30) calendar days notice in writing.

    b. Layoff notices shall state the reason(s) for the layoffs and shall be effective January 31 or June 30.

    c. The Board shall make available information regarding positions held by less senior teachers to teachers in receipt of layoff notices and to the Association.

    d. The Board may rescind layoff notices up to and including December 31 for layoffs effective January 31 and May 31 for layoffs effective June 30, without being liable for the payment of severance pay.

3. Teachers laid off under Article C.22.1 shall have the right to a leave of absence of up to one year, for the purpose of undertaking retraining for another position. The limitation to a teacher's rights to re-engagement, as set out in Article C.23.5, shall be extended by the period of such leave. The Board will pay the teacher a percentage of the teacher's salary equivalent to the amount of severance pay entitlement in Article C.24.1 had the teacher been laid off. The amount of such salary will be repayable in the event that the teacher subsequently becomes employed by the Board in the same manner as if this teacher had been laid off and re-employed, with Article C.24.2 applying thereto. At the commencement of the school term next following the completion of the leave pursuant to this Article, the teacher shall be entitled to be assigned to a position which is vacant and for which (s)he possesses the necessary qualifications.

4. a. Prior to using the option of layoff as per Article C.22, the Board may offer retraining to a teacher who has a minimum of five years seniority.

   b. After an assessment of District needs, the Board, in consultation with the Association and the teacher, may offer a teaching assignment with increased preparation time and the assistance of additional District personnel/resources.

   c. The teacher will have the option of accepting or rejecting the retraining assignment.

ARTICLE C.23 TEACHERS' RIGHTS OF RE-ENGAGEMENT (Recall)

1. When a position on the teaching staff of this District becomes available, the Board shall, notwithstanding any other provision except Article C.23.4 of this Agreement, first offer re-engagement to the teacher on the recall list who has the greatest seniority and who has the necessary qualifications for the position. If that teacher declines the position, the Board shall then offer the position to the teacher with the next most seniority on the recall list who has the necessary qualifications for the position. This process will be repeated while there are teachers remaining on the recall list who are qualified for the position and who have not declined the position.

2. A teacher who is offered re-engagement pursuant to Article C.23.1 shall inform the Board, whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer.

3. The Board shall allow ten (10) calendar days from the acceptance of an offer under Articles C.23.1 and C.23.2 for the teacher to commence teaching duties, provided that where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed but not to exceed thirty (30) days.

4. A teacher's right to re-engagement under this Article is lost:

   a. If the teacher refuses to accept two positions for which (s)he has the necessary qualifications, one of which is of equal or greater FTE status than the position held at the time of layoff, or

   b. If two years elapse from the date of layoff under this Article and the teacher has not been re-engaged, except teachers actively seeking employment by being available as a teacher-on-call whose re-engagement rights will be extended for an additional year.

5. Upon re-engagement, a teacher shall retain her/his continuing appointment recall status even though this re-engagement may be for a specified term and/or for a percentage of employment different from the continuing appointment recall status.

6. A teacher on the recall list shall have the responsibility of keeping the Human Resource Services Department informed of a change of name, address, or telephone number.

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

8. **Benefits while on recall list**

   A teacher on continuing contract who retains right of recall pursuant to Article C.23 of this contract shall be entitled, if eligible, and as long as not employed by anyone other than the Board on a full-time basis, to maintain participation in all benefits provided in this Agreement by payment of teacher's costs of such benefits to the Board, which assumes the payment of the employer's costs of such benefits.

ARTICLE C.24 SEVERANCE PAY

1. A teacher who is laid off is entitled to severance pay as follows:

   a. Four weeks' pay for two but fewer than three years' seniority service.

   b. Six weeks' pay for three but fewer than four years' seniority service.

   c. Eight weeks' pay for four but fewer than five years' seniority service.

   d. Twelve weeks' pay for five but fewer than six years' seniority service.

   e. Sixteen weeks' pay for six but fewer than seven years' seniority service.

   f. Eighteen weeks' pay for seven but fewer than eight years' seniority service.

   g. Twenty weeks' pay for eight but fewer than nine years' seniority service.

   h. Twenty-two weeks' pay for nine but fewer than ten years' seniority service.

   i. Twenty-four weeks' pay for ten but fewer than twelve years' seniority service.

   j. Twenty-eight weeks' pay for twelve but fewer than fifteen years' seniority service.

   k. Thirty weeks' pay for fifteen years' seniority service.

   l. Four additional weeks' pay for every year of seniority service thereafter in excess of fifteen years to a maximum total of one year's salary.

   A teacher who is dismissed for just and reasonable cause is not entitled to severance pay.

2. A teacher who receives severance pay and is subsequently rehired shall retain any payment granted under the terms of this Article, with the exception of a teacher who is rehired within a two year period. The amount of repayments of severance pay by teachers rehired on continuing contracts within the two year period shall be based upon the number of teaching days remaining in the two year period. The formula to be applied is as follows:

   a. For teachers who were paid severance pay based upon full-time employment and who are rehired on a full-time basis:

$\frac{\text{severance pay}}{380} \times$	teaching days employed within the two year period following termination

   b. For teachers who were paid severance pay based on less than full-time employment, or who were rehired on a less than full-time basis, the formula above will be amended to reflect the amended employment status within the intent of this section. Teachers who were paid severance pay recognizing part-time employment, and who were rehired on the same part-time basis, will not have the above formula amended.

   The timing of severance pay refund payments shall be negotiated with the Board by the teacher concerned; the period for such refunds shall not exceed two years.

3. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of her/his termination.

4. One week's pay shall be defined as 5/195th of the annual salary placement at the time of termination.

ARTICLE C.25 CONTRACT OF EMPLOYMENT

1. All teachers appointed to the teaching staff of the District shall be appointed on a continuing contract of employment unless filling a temporary vacancy.

2. A temporary vacancy is defined as a vacancy of 20 (twenty) days or less, a vacancy as a result of a leave of absence of one year or less, or a vacancy anticipated by the teacher to be 20 (twenty) days or more and that occurs after the commencement of classes during the current school year.

3. Teachers who fill temporary vacancies will be considered teachers-on-call. All temporary vacancies will cease to exist on the return of the continuing contract teacher, or at the end of each school year, except for short-term maternity leave, or when it is expected that the teacher assigned to that position will return from leave prior to the end of the next school year.

4. Teachers hired to fill vacancies created as a result of September enrolment increases will be appointed as continuing contract teachers.

ARTICLE C.26 DISCIPLINE AND DISMISSAL

1. The Board shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.

2. Differences respecting discipline or dismissal shall be subject to arbitration as set out in Article A.6 of this Local Collective Agreement.

Dismissal and Discipline for Misconduct

3. a. Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event the employee and the Association shall be notified at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Association at any interview in connection with such investigation.

   b. Where an employee has been suspended without pay on grounds set out in Part 3, Section 15(4) of the *School Act*, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter the teacher is convicted of the offence charged or except in the case of concurrent or subsequent discipline action initiated by the Board under Section 15(7) of the *School Act*. Under these circumstances, an arbitrator shall have final authority for the recovery of salary.

4. The Board shall not release to the media or to the public, information in respect of the suspension or dismissal of a teacher until a Board hearing has been held, a decision has been made and an attempt has been made to contact the Association.

5. The decision of the Board, pursuant to the *School Act* Section 3, Part 15(5) shall be communicated in writing to the Association and to the teacher and shall contain a full and complete statement of the grounds for the decision.

6. The Board shall not suspend (nor shall the Superintendent suspend, other than a suspension to which the *School Act*, Part 3, Part 15(5) reasonably applies) or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:

    a. The employee and the Association shall be given 72 hours notice of the hearing and a written statement of the grounds for the contemplated action.

    b. 24 hours prior to the hearing, the employee and the Association shall be given all documents that will be considered at the hearing.

    c. The Association on behalf of the teacher may file a written reply to the allegations prior to the meeting.

    d. At such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Association, and (s)he shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to present witnesses on behalf of the teacher, and to ask questions of clarification, of procedure and information.

    e. The decision of the Board shall be communicated in writing to the teacher and the Association and shall contain a full and complete statement of the grounds for the decision.

7. Notwithstanding Article A.6 of this Collective Agreement, where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that Article.

8. At an arbitration in respect of the discipline or dismissal of an employee, no material which has been removed from the file pursuant to Article E.25 (Teacher Files) may be presented.

Procedures For Dismissal When Based On Performance

9. The Board shall not dismiss a teacher for performance except where the Board has received three consecutive reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory.

10. The reports shall be prepared in accordance with the following conditions:

    a. The reports shall have been issued in a period of not less than 12 or more than 24 months; such period not including any leave of absence granted under Article C.26.12.b.

    b. At least one of the reports shall be a report of a Superintendent of Schools or an Assistant Superintendent of Schools.

c. The other two reports shall include reports of the Superintendent of Schools, or an Assistant Superintendent of Schools, or a Director of Instruction, or the principal of a school to which the teacher is assigned.

d. No more than one report may be undertaken by any one of the above evaluators.

11. Immediately after the first less than satisfactory report, a plan of assistance will be formulated and implemented to assist the teacher in overcoming the deficiencies. A reasonable period of time for improvement of performance shall be provided.

12. Where a teacher receives a less than satisfactory report, the teacher may:

a. Request a transfer, in which case the Board shall make all reasonable efforts to arrange the transfer of the teacher to a mutually agreeable assignment or school, or

b. Request and be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the 24 months exclusive of the leave of absence period.

13. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching situation, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.

ARTICLE C.27 TEACHER ON CALL

1. All rights and provisions of the contract shall apply to teachers-on-call filling temporary vacancies.

2. Teachers-on-call shall be placed on the annualized basic salary scale and paid according to qualifications and experience from day one (1) when filling a temporary vacancy.

3. Teachers on the teacher-on-call list will be considered for vacancies to which they apply in accordance with Article E.20.

4. Teachers-on-call on short term assignments will be required to first complete the work as assigned by the teacher being replaced and, if time permits, then the work as assigned by the school within the regular school day.

5. Prior to the Board removing a teacher from the teacher-on-call list, a meeting shall be arranged with the teacher-on-call, her/his GVTA representative and members of the Human Resource Services Department.

6. Should the teacher-on-call be removed from the list, reasons for the removal shall be provided to the teacher-on-call and to the Association.

7. Actions as a result of this clause are grievable under Article A.6 of this Collective Agreement.

8. Should a decision to remove a teacher-on-call from the teacher-on-call list be upheld, the BC College of Teachers may be informed.

SECTION D WORKING CONDITIONS

ARTICLE D.3 ALTERNATE SCHOOL CALENDAR

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

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

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

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

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

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

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

    i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;

    ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;

    iii. Within a further five (5) working days, the parties shall exchange initial written submissions;

    iv. The hearing shall commence within a further ten (10) working days; and

v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.

8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.4 PREPARATION TIME

1. Effective September 1, 2006, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive an average of 90 minutes of preparation time per week.

2. Effective September 1, 2007, in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive 90 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement

3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

[See Also Article D.21 Hours of Work and Preparation.]

ARTICLE D.5 MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.

2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.

3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.

4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.

5. a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).

   b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.

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

      i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;

      ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;

      iii. Within a further five (5) working days, the parties shall exchange initial written submissions;

      iv. The hearing shall commence within a further ten (10) working days; and

      v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.

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

ARTICLE D.20 REGULAR WORK YEAR

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teachers' regular work year which year is defined by the *School Act* and its regulations.

2. All days in the regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and spring break.

3. The last day in the teachers' regular work year shall be an administrative day and no teacher shall be required to offer instruction.

4. The teachers' regular work year shall include professional development days as set out in Article F.21.

5. Any work performed by teachers covered by this agreement beyond the teacher's regular work year shall be voluntary and compensation shall be paid at 1/195 of the regular salary scale. The request for work must be in writing from the Board.

6. a. Notwithstanding Article D.20.5, counsellors may be required to work outside the teacher's regular work year, but shall not be required to exceed the total number of days in the teachers' regular work year without compensation.

   b. By June 1, the tasks, dates and counselling personnel required for the school's program needs beyond the teachers' regular work year shall be decided by mutual agreement of the counsellors and the principal.

   c. Counsellors required to work beyond the teachers' regular work year will be compensated by equal time off at a mutually acceptable time during the school year.

7. No teacher shall suffer loss of pay in the event of a Board ordered school closure or cancellation of student attendance. No teacher shall be required to report to work in either of the above circumstances.

ARTICLE D.21 HOURS OF WORK AND PREPARATION

1. Effective September 1, 1994, the maximum length of the instructional week for elementary teachers shall be 1500 minutes which shall include a maximum of 1345 minutes of teaching, a minimum of 75 minutes for recess and a minimum of 90 minutes for preparation time.

2. The maximum length of the instructional week for secondary teachers shall be 1650 minutes which shall include an average of not more than 1345 minutes per week of teaching in each instructional cycle, exclusive of period change and teacher advisor time, and shall provide for a minimum of 12.5% of the classroom instruction cycle for preparation time.

3. Part-time teachers of .4 FTE or more assignment will receive preparation time for classroom instruction prorated according to their FTE status. When scheduling makes partial preparation time assignment impractical, salaries shall be increased on a prorated basis.

ARTICLE D.22 SUPERVISION

1. No teacher shall be required to perform supervision duties at noon hour, recess, before or after school.

2. It is understood that "shall be required" does not preclude a teacher from performing supervision duties if the teacher so wishes.

ARTICLE D.23 EXTRA CURRICULAR ACTIVITIES

The Board and Association value extra-curricular activities as a positive and integral part of the school program and culture.

1. Extra-curricular programs and activities include a wide range of athletic, cultural, service and recreational activities that are beyond the provincially prescribed and locally developed curricula of the school and which are beyond the regularly prescribed hours of instruction.

2. The Board and the Association agree that teacher participation in extra-curricular activities is voluntary.

3. The Board shall not direct that extra-curricular activities be performed; nor shall the Association take action to withdraw extra-curricular activities during the term of this Agreement.

ARTICLE D.24 STAFF MEETINGS

1. The teaching staff shall have the right to provide advice and recommendations regarding the frequency, duration and timing of regular staff meetings.

2. By school opening, the staff will be informed of the dates of regular staff meetings

3. All teaching staff shall have access to the agenda-setting process.

4. Written minutes of staff meetings shall be kept and circulated to all staff members.

ARTICLE D.25 TECHNOLOGICAL CHANGE

1. For the purposes of this Agreement, the term "Technological Change" shall refer to introduction of equipment and its related material or processes.

2. The process to be followed where the Board intends to introduce equipment and its related material or processes which affects the terms and conditions or security of employment of members of the Association shall be:

a. Notice and Discussion

When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Association in writing. Such notice shall be given at least ninety (90) days before the date on which the Board proposes to introduce the technological change. Once such notice is given, the Board agrees to discuss the matter with the Association.

b. Information to be Provided

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

i. the nature of the change,

ii. effective date of the change,

iii. the approximate number, type and location of Association members affected by change,

iv. the anticipated effects the change may have on Association members.

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

c. Once notice of a technological change has been given pursuant to Article D.25.2.a and prior to implementation of the change, the Board will determine, in consultation with the Association, the options for the employees affected by the change. The options shall include, but not be limited to, retraining, transfer and severance.

3. Where the parties are unable to resolve a dispute arising from the intended technological change, the matter is grievable under Article A.6 of this Local Collective Agreement.

ARTICLE D.26 HEALTH AND SAFETY

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

2. Where the situation is of immediate danger to the teacher or students, the teacher shall act accordingly and then report the situation to the principal.

3. Other specific health and safety problems shall be reported to the principal. If the situation is not rectified, the concern shall be processed through the grievance procedure as outlined in Article Article A.6.

4. Teacher involvement in administering medication to students shall be as outlined in the District Policy and Regulations 5141.20 Oral/Topical Medication (attached as an addendum to this contract).

5. Administrative procedures shall be established for the emergency evacuation of students with special needs

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

2. The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.

3. The employer and the local shall promote a non-sexist environment through the development, integration, and implementation of non-sexist educational programs, activities, and learning resources for both staff and students.

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

a. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment.

b. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include counselling, courses that develop an awareness of harassment, verbal warning, written warning, transfer, suspension or dismissal.

c. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.

d. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.

e. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

2. Definitions

a. For the purpose of this article harassment shall be defined as including:

i. sexual harassment; or

ii. any improper behaviour that is directed at or offensive to any person, is unwelcome, and which the person knows or ought reasonably to know would be unwelcome; or

iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that demeans, belittles, intimidates, or humiliates another person; or

iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or

v. such misuses of power or authority as intimidation, threats, coercion and blackmail.

b. The definition of "sexual harassment" shall include:

i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or

ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or

iii. an implied promise of reward for complying with a request of a sexual nature; or

iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

3. Resolution Procedure

a. <u>Step 1</u>

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

ii. Before proceeding to Step 2, the complainant may approach his/her administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to E.2.5 Informal Resolution Outcomes

b. Step 2

i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.

ii. The complaint should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.

iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

i. The employer shall investigate the complaint. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.

ii. The investigation shall be conducted as soon as is reasonably possible and shall be completed in ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

4. Remedies

a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:

i. reinstatement of sick leave used as a result of the harassment;

ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;

iii. redress of any career advancement or success denied due to the negative effects of the harassment;

iv. recovery of other losses and/or remedies which are directly related to the harassment.

b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.

c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.

d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.

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

5. Informal Resolution Outcomes

a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:

i. All discussions shall be solely an attempt to mediate the complaint;

ii. Any and all discussions shall be completely off the record and will not form part of any record;

iii. Only the complainant, respondent, and administrative officer shall be present at such meetings

iv. No discipline of any kind would be imposed on the respondent; and

v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to E.2.5.a.

b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.

c. In the circumstances where a respondent has acknowledged responsibility pursuant to E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

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

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

b. The awareness program shall include but not be limited to:

i. the definitions of harassment and sexual harassment as outlined in this Agreement;

ii. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;

iii. developing an awareness of behaviour that is illegal and/or inappropriate;

iv. outlining strategies to prevent harassment and sexual harassment;

v. a review of the resolution of harassment and sexual harassment as outlined in this Agreement;

vi. understanding malicious complaints and the consequences of such;

vii. outlining any Board policy for dealing with harassment and sexual harassment;

viii. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

ARTICLE E.20 POSTING AND FILLING OF VACANCIES

1. For purposes of posting, a vacancy is defined as a teaching position in the District that:

   a. is newly created,

   b. is the result of internal reassignment pursuant to Article E.21,

   c. is of more than twenty (20) days in duration,

   d. has been permanently vacated by the incumbent, or

   e. has been vacated by the incumbent on a leave of absence for more than one year,

   f. and which the Board considers necessary to fill to meet District education needs.

2. As soon as they become known, vacancies of twenty (20) days duration or longer shall be posted for a period of five (5) working days in all schools and/or work sites maintained by the Board. A copy of each posting shall be forwarded, at the time of posting, to the Association. Vacancies of fewer than twenty (20) days shall not be posted and shall be filled by teachers-on-call. Vacancies as a result of a leave of absence of one year or less shall be filled by teachers-on-call in accordance with Article E.20.6.b.

3. During July and August, vacancies shall be posted at the Board office and a copy shall be forwarded to the Association. The Board will provide a dedicated telephone line during this period which will make available to prospective applicants information regarding all known vacancies.

4. All job postings shall contain the following:

   a. a description of the position to be filled, including subject area(s), grade level(s), work location, full time or specified part time, and any other salient description information;

   b. closing date for application, start date for the position, and if applicable, end date;

   c. necessary qualifications, pursuant to Article C.21, which are required for the position.

5. Postings and application forms for all teaching positions shall not include a reference to extracurricular activities, nor shall extracurricular activities form a part of any contract of employment.

6. All vacancies shall be filled in the following manner, save and except for the application of Articles E.21.2 above, E.21, E.22, C.23.1, D.21.5 and C.26.12:

   a. All members of the bargaining unit are eligible to apply for all vacancies.

   b. Board personnel shall review all applications from continuing contract teachers. From such applications, the applicant with the greatest seniority as defined in Article C.2 shall be given preference, provided that (s)he possesses the qualifications as set out in Article C.21 of this Agreement. Where a junior teacher is selected, her/his ability to perform the teaching position shall be demonstrably higher than more senior candidates.

   c. If no suitable teacher on a continuing contract of employment has applied, the Board shall consider teachers-on-call who applied, on the same basis as for continuing contract teachers, before external applicants are considered.

   d. Vacancies shall be filled no later than five (5) teaching days following the closing date for applications, where qualified internal applicants have applied.

7. Vacancies which arise after the start of school in September shall be filled in the following manner:

   a. If the successful applicant is currently employed in another full-time position, or in a part-time position which may conflict with the scheduled assignment of the vacant position, the successful applicant shall fill the position at a mutually agreeable time, but no later than the start of the next school year.

   b. In the intervening period, the position shall be filled by a teacher-on-call.

8. The name of the successful applicant shall be sent to the Association.

ARTICLE E.21 INTERNAL REASSIGNMENT AND ASSIGNMENT IN SCHOOL

1. Internal Reassignment

   a. The term "internal reassignment" refers to any teacher on a continuing contract of employment who assumes a vacant continuing position in the same school, with a subsequent posting of that teacher's position rather than the original vacancy.

   b. Before the Human Resource Services Department is informed of a vacancy in a school, the Administrative Officer will provide an opportunity for employees on a continuing contract of employment with the necessary qualifications pursuant to Article C.21 to assume the vacant continuing position through internal reassignment at a mutually agreeable time.

c. Where an original vacancy results in a series of internal reassignments, the position ultimately posted will be that vacated by the teacher who last receives an internal reassignment.

d. Once a vacancy is posted, it is not subject to variation as a result of internal reassignment prior to the posted position being awarded to the successful applicant. Thereafter, it is subject to alteration due to normal school reorganization.

2. Assignment In School

a. The staff at each school is encouraged to develop a collegial process for determining the timetable and assignments available for the subsequent school year.

b. In consideration of E.21.2.a above, prior to May 15 in each school year, the staff committee shall have the opportunity to meet with the appropriate administrative officer(s) in the school to discuss and review the timetable and assignment available for the subsequent year.

c. Assignment within the school shall be based on the following factors: District seniority, training, experience, equitable distribution of workload and personal preference of the teacher. Assignments within the school shall be made in a fair and reasonable manner.

A teacher who is not satisfied with her/his proposed assignment may appeal said assignment to the principal of the school.

ARTICLE E.22 TRANSFER OF TEACHER DECLARED IN EXCESS TO SCHOOL NEEDS

1. The principal in formal consultation with the teaching staff as outlined in Article A.23, will determine the program needs in each area for the next school year. Program areas having teachers excess to needs will be identified by the principal and communicated to staff.

2. The principal will make a request for teachers in the identified program area(s) to volunteer for transfer.

3. If a sufficient number of teachers do not volunteer for transfer, then the teacher(s) with the least seniority in the District will be required to transfer. Seniority and qualifications will be defined by Article C.2 and Article C.21 of this Agreement.

4. Teachers declared excess to needs will be notified both verbally and in writing by the principal, including the reasons for the declaration. A copy of the written notification must be forwarded to Human Resource Services and to the Zone Assistant Superintendent.

5. Teachers transferred due to excess to school needs during the current year will be provided with three (3) days relief time once the transfer is confirmed.

6. Teachers, through the Association, can appeal a transfer to the Zone Assistant Superintendent. An appeal must be made in writing within five (5) instructional days of receipt of notification.

7. The Assistant Superintendent or her/his delegate will notify the teacher in writing of her/his decision within five (5) instructional days of receiving the appeal.

8. In the event that the appeal is not upheld by the Assistant Superintendent, the teacher, through the Association, may refer the issue to Step 3 of Article 6 (Grievance Procedure) of the Collective Agreement.

See Letter of Understanding "Appeals During Staffing Process".

ARTICLE E.23 EVALUATION OF TEACHERS

1. The purpose of supervision and evaluation is to acknowledge and support effective instruction.

2. All formal evaluation on the work of a teacher, including teachers-on-call, shall be in writing.

3. a. All teachers hired to the District without any previous experience (i.e. 0 increment placement) will be evaluated during the first year using the following process:

   i. the evaluator meets with the teacher and describes the purposes and requirements for formal evaluation. This first evaluation will be carried out by a school administrator;

   ii. the evaluator, in consultation with the teacher being evaluated, identifies and clarifies the criteria to be used in the evaluation;

   iii. the evaluator and teacher determine a schedule for observation and methods to be used in the collection of descriptive information;

   iv. the evaluator shall discuss with the teacher the process by which the evaluation shall take place, which shall include:

   (1) pre-observation conferences

   (2) classroom observations

   (3) post-observation conferences

(4) a written summary of the post-observation conferences;

v. the evaluator prepares a draft report on the teacher's performance and discusses the content with the teacher. Revisions are made, if necessary, to the draft report.

b. Teaching reports are to be submitted to the appropriate Zone Assistant Superintendent, with a copy to Human Resource Services and the teacher, by January 31.

c. A plan of assistance will be formulated and implemented to assist a teacher in receipt of a less-than-satisfactory report. This plan will be developed jointly by the school administration, District personnel, and the GVTA, in consultation with the teacher. A reasonable amount of time for improvement of performance shall be provided within the first year of teaching.

d. A second evaluation will be completed by an Assistant Superintendent following the implementation of the plan of assistance. The process to be used will be as in steps (a) (ii) through (v) above.

e. Teachers who receive a satisfactory report under this process will not be subject to this process a second time.

4. The formal evaluation of teachers is carried out as a series of steps:

a. The evaluator(s) meets with the teaching staff and describes the purposes and requirements for formal evaluation.

b. The evaluator, in consultation with each teacher being evaluated, identifies and clarifies the criteria to be used in the evaluation.

c. The evaluator and teacher determine a schedule for observation and methods to be used in the collection of descriptive information.

d. Data are collected from not less than three (3) nor more than six (6) formal classroom observations, unless agreed upon by the teacher and the evaluator.

e. The evaluator shall discuss with the teacher the process by which the evaluation shall take place, which shall include:

i. a pre-observation conference about the lesson(s) to be observed,

ii. classroom observation,

iii. a post-observation conference, followed by a written summary, both of which shall occur as soon as practicable.

f. The evaluator prepares a draft report on the teacher's performance and discusses the contents with the teacher. Revisions, if necessary, are made to the draft report and the final report is submitted to the Superintendent of Schools by April 30. An extension may be made up to the end of the school year if agreed upon by the evaluator and the teacher.

g. Prior to submission of the report, the teacher shall sign the report to indicate that he/she has had an opportunity to read and discuss the report with the evaluator.

5. The content of a teacher report shall be an objective description of a teacher's performance as well as evaluative comments related to the teacher's performance. The major focus of the report shall relate to the teacher's primary area(s) of qualifications.

6. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be attached to and filed with all copies of the report.

7. Participation in Association activities or matters not directly related to teaching performance are outside the scope of evaluating and reporting on the work of a teacher.

8. After ten (10) accumulated days in one year at one school and at the request of a teacher-on-call, the principal or vice principal shall complete an evaluation on the teacher-on-call based on a process mutually agreed upon by the teacher-on-call and the evaluator.

9. Any dispute with respect to the application of procedures contained in this Article, or the contents of any report is grievable under A.6 of this Collective Agreement.

10. Any information which is provided to others which affects the placement, transfer or rehiring of a teacher shall be made known to that teacher with an opportunity being provided for the teacher to respond.

11. For the purpose of this Article, the evaluator shall be the principal or vice principal, or, where applicable, the person defined in Article C.26.10.

ARTICLE E.24 EMPLOYEE ASSISTANCE: FALSE ACCUSATION

1. The following circumstances shall result in the Board assuming all reasonable direct legal costs not assumed by the BCTF of any teacher who has been found to be falsely accused of child abuse in the direct course of exercising their duties:

   a. When an investigation by the Board found that allegations brought against the teacher were false, or

   b. When a teacher was acquitted of criminal charges by the courts.

2. When a teacher has been cleared of charges of misconduct brought by the Board and when the arbitrator has not awarded costs, the teacher may apply to the Board for costs.

ARTICLE E.25 TEACHER FILES

1. There shall be only one (1) personnel file for each teacher, and that file shall be maintained at the Board office. The personnel file shall contain only material relevant to the employment of the teacher.

2. Teachers have the right to review their file. Teachers shall inform the Board of any inaccuracies or omissions regarding the information in their file.

3. After receiving a request from a teacher, the Superintendent of Schools or designate, shall grant access to that teacher's file without delay.

4. An appropriate Board official shall be present when a teacher reviews her/his file. The teacher may also be accompanied by an individual of her/his choosing.

5. Material critical of the teacher, or in the nature of a reprimand, may only be placed in the personnel file as described in Article E.25.1 above.

    a. When such material is placed in the teacher's file, the teacher shall receive a copy without delay.

    b. A teacher shall have the opportunity to attach a written rebuttal to any material critical of the teacher, or in the nature of a reprimand, contained in the personnel file.

    c. The teacher may apply to have this material removed three (3) years after the filing provided that no further material of that nature has been subsequently filed. Such request shall not be unreasonably denied.

6. Personnel files shall be in the custody of the Superintendent of Schools at the Board offices and shall be accessible only to the employee, to the Association with written agreement of the employee and to the appropriate administrative/Board officials of the School District. Access to personnel files shall be restricted to reasons relevant to the employment of the teacher.

7. One (1) school-based file may be maintained at the teacher's current assignment.

    a. That file shall be held by the principal in a secure and confidential manner.

    b. On request, each teacher shall have access to her/his file without delay.

c. This file shall be given to the teacher upon request when the teacher leaves that school.

8. If any information contained within the files above is stored electronically then a note to that effect must be placed in the file with electronic filing details, and this file data must be deleted when the teachers leaves the school or when it is removed as per E.25.7.c above

ARTICLE E.26 TEACHER IN CHARGE

1. a. A teacher may be appointed as Teacher in Charge in accordance with this Article.

b. In the event that all administrative officers assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this Clause.

c. A teacher appointed Teacher in Charge shall attend to routine administrative matters, matters of safety and security and emergent matters that may arise, with assistance as required from the Board office or a designated administrative officer from another school.

d. While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this agreement.

e. Where absences of administrative officers continue for more than five (5) consecutive school days, the Teacher in Charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.

f. Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher in Charge except in emergencies.

g. Where the appointment of a Teacher in Charge is less than one (1) day a teacher-on-call may be provided; but where the appointment is for one (1) or more days, a teacher-on-call shall be provided to relieve the Teacher in Charge of regular teaching duties.

h. Rate of Compensation (see Article B.21.2)

ARTICLE E.27 TEACHER ASSISTANTS

The purpose of this article is to clarify the working relationship between teachers and teachers' assistants.

1. The Board may employ teachers' assistants to assist teachers in carrying out their responsibilities and duties.

2. A teacher who has been assigned an assistant by the principal:

   a. is responsible for the instructional program,

   b. assigns duties to the assistant, and

   c. is responsible for the general supervision of the assistant and may have input into the performance evaluation of the assistant.

ARTICLE E.28 NO DISCRIMINATION

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, whether the member has children, or is found to be HIV positive. Nor shall a member be discriminated against due to participation in the activities of the Association, carrying out duties as a representative of the Association, involvement in any procedure to interpret or enforce the provisions of the Collective Agreement, or filing a grievance and having a grievance upheld.

2. 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 ability, genetics, sex or sexual orientation, religion or political affiliation, national origin, marital status, whether the member has children, or is found to be HIV positive.

3. No member shall be discriminated against due to participation in the activities of the Association, carrying out duties as a representative of the Association, involving any procedure to interpret or enforce the provision of the Collective Agreement, or filing a grievance and having a grievance upheld.

ARTICLE E.29 RACE RELATIONS

1. The Board and the Association do not condone and shall not tolerate any expression of racism.

2. Any written allegation of racism made by a member of the Association shall be jointly investigated by the Superintendent of Schools and the President of the Association for report to both parties.

ARTICLE E.30 SCHOOL ACT APPEALS

To ensure the effective participation of a teacher when an appeal is filed under Section 11 of the School Act and Board By-Law 9330.1 of a decision of an employee covered by this agreement:

1. The Board shall first ensure that the appellant has discussed the issue with the employee(s) who made the decision before hearing the appeal unless the Board believes the discussion would not promote resolution of the issue. Reasons for hearing the appeal where no discussion between the teacher and the appellant has taken place will be supplied to the teacher.

2. a. The employee and the Association shall, without delay, be notified of the appeal and shall be entitled to receive copies of all written information relating to the appeal that is not protected by the Freedom of Information and Protection of Privacy Act.

   b. The employee and an Association representative shall be entitled to attend each step of the appeal process.

   c. The employee shall have the opportunity to provide a written reply to any information or statements contained in the written appeal or accompanying documents.

3. The Board's process for dealing with appeals shall not abrogate any right, benefit or process the employee, the employee would otherwise be provided by law.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL DEVELOPMENT FUND

1. The Board and Association agree that provision of professional development of staff is a joint responsibility of the Board and of the Association. The Board and Association shall jointly establish a Professional Development Fund for the purpose of promoting professional development of the teaching staff of the school District.

2. The Professional Development Fund shall be administered by a Board designate and a designate of the Association.

3. Effective July 1, 1994, the amount budgeted for the Joint Professional Development Fund shall be $145.00 per FTE teacher as of September 30 of each school year. The Board's contribution to this fund shall be 60% of the budgeted amount. The Association's contribution to this fund shall be 40% of the budgeted amount. The Joint Professional Development Fund thus established will include provision for teacher-on-call costs.

4. Teachers-on-call shall have access to the Joint Professional Development Fund on the same basis as the other teachers in the District.

5. The Joint Professional Development Fund will not be required to finance educational change or curriculum implementation in the District.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT DAYS

1. Two of the five professional development days shall be set aside for common District-wide professional development for all teachers during each school year. These days shall be chosen by the Association in consultation with the Superintendent of Schools prior to April 30 in the preceding year.

2. These two (2) professional development days shall be jointly organized and funded by the Board and the Association. Any activities jointly planned shall be funded separate from and in addition to the Joint Professional Development Fund.

3. The remaining professional development days will be used for school-based professional development.

ARTICLE F.22 CURRICULUM IMPLEMENTATION

1. The Association recognizes the authority of the Board to implement curriculum changes.

2. There shall be an ongoing Joint Committee on Curriculum Implementation (JCCI) consisting of an equal number of representatives of the Association and the Board. The mandate of this committee is to investigate, analyze and recommend implementation processes for educational change in the District.

3. The JCCI shall provide recommendations for the allocations of all funds to the District which are designated by the Ministry of Education, Skills & Training for the implementation of educational and/or curriculum change.

4. Subcommittees or additional committees formed to deal with the implementation of specific educational and/or curriculum change shall be under the direction of and report to the JCCI.

5. The Board, after receiving the recommendation of the JCCI, shall make available inservice opportunities to each Association member affected by the educational change. When inservice is made available during regularly scheduled instructional hours, teacher-on-call costs shall be provided by the Board.

ARTICLE F.23 PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of this Agreement and consistent with the requirements of the prescribed curriculum, have individual professional autonomy so long as it is consistent with effective educational practice.

   This autonomy may be exercised in determining the methods of instruction and the planning, presentation and evaluation of course materials in the classes to which they are assigned.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

PCA Article G.1 is not applicable in SD 61 (Greater Victoria). See G.1.4 below.

Local Provisions

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

[See Article G.20 Sick Leave, for sick leave use and accrual]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

1. For the purposes of this article "family member" means:

    a. in relation to an employee:

        i. a member of an employee's immediate family;

        ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;

        iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

    b. in relation to an employee's spouse:

        i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

    c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

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

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

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

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

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

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

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

[See also Article G.22.3 Bereavement, Emergency and Personal Leave for short term compassionate leaves.]

ARTICLE G.20 SICK LEAVE

1. Sick leave with pay is earned at a rate of one and one-half (1.5) days for each month in the service of the Board. For the purposes of this clause, a "month" shall mean a month in which a teacher has taught at least half the prescribed school days.

2. Fifteen (15) days of sick leave shall be available to each full-time teacher at the beginning of each school year.

3. Teachers commencing employment with the Board during the year shall have available to them, at the time of hiring, the quota of sick leave benefits which would accrue to them for the duration of their appointment.

4. Teachers holding a part-time appointment with the Board shall, at the beginning of each year, receive sick leave benefits prorated according to the percentage of the time (s)he works.

5. The amount paid to a teacher for sick leave advanced but not earned during a year, shall be repaid by the teacher to the Board in a manner to be determined by the Superintendent of Schools, or her/his delegate.

6. There is no maximum to the number of days of sick leave that may be accumulated but no more than 120 days may be used in one school year.

7. If a teacher resigns from the Board's employ and subsequently resumes a position as a teacher with the Board, (s)he shall have immediate credit of the balance of all sick leave remaining to them at the time of their resignation.

8. Each teacher shall receive, by September 30, an annual accounting of her/his accumulated sick leave as of August 31.

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

ARTICLE G.21 MATERNITY, PARENTAL LEAVE AND S.U.B. PLAN

1. Short-term Maternity Leave

A pregnant teacher shall be granted, upon request, a leave of absence:

a. as provided in Part 6 of the *Employment Standards Act* (1996), or

b. for a stated period of time so that the return to duty may coincide with the commencement of the following term or semester or following the spring break.

2. Supplemental Unemployment Benefits on Maternity Leave

a. 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:

i. 95% of her current salary for the first two weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits,

ii. the difference between 95% of her current salary and the amount of EI maternity benefits received by the teacher for a further 15 weeks.

b. The Board agrees to enter into the Supplementary Employment Benefit (SUB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment.

3. Extended Maternity Leave

An extension to the short-term maternity leave (Article G.2.1) may be granted for the remainder of a school year with the option of extending the leave as parenthood leave. Refer to Article G.21.6.

4. Short-term Parental Leave

a. A parental leave without pay (inclusive of adoption leave) shall be granted upon request:

i. as provided for in Part 6 of the *Employment Standards Act*, or

ii. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the spring break.

5. Supplemental Unemployment Benefits on Parental Leave

a. When a teacher takes the parental leave for adoption to which (s)he is entitled pursuant to the *Employment Standards Act* and this Collective Agreement, the Board shall pay the teacher:

i. 95% of the current salary of the teacher for the first two weeks of such leave, except where the teacher is in receipt of EI benefits for that period, and

ii. where the teacher is entitled to receive EI parental benefits, the difference between 95% of her/his current salary and the amount of EI parental benefits received by the teacher, for the period of time the teacher is entitled to receive those benefits, up to a maximum of ten (10) weeks,

iii. The Board agrees to enter into the Supplemental Unemployment Benefits (SUB) Plan agreement required by the Employment Insurance Act in respect of such parental benefits payment.

iv. This clause will only become effective when the plan is registered with Human Resources Development Canada.

6. Extended Maternity, Parental and Adoption Leave

An extension to the short term maternity, parental and adoption leave may be granted for the remainder of a school year with the option of extending the leave. This extension is without pay and does not attract Supplemental Unemployment Benefits.

7. Use of Sick Leave

If at the end of the period(s) of leave provided for in this Article, the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits.

8. Early Return From Extended Leave

A teacher may return to duty from extended maternity or parental leave earlier than contemplated in the event that circumstances on which the leave was based change significantly and the Board can accommodate the return at no extra cost to the Board.

9. Benefits While on Extended Maternity or Parental Leave

When a teacher is on extended maternity/parental leave pursuant to this Article, the Board will continue to pay its share of all benefit premiums during the period of the leave and will make arrangements for the teacher to continue her/his share of the premiums.

10. Adoption

In addition to parental leave provided pursuant to the *Employment Standards Act* and this Article, leave with full pay up to a maximum of four (4) days shall be granted to either parent, or both, if both are employees of the Board, for mandatory interviews or travelling time to receive an adoptive child.

11. Assignment Upon Return From Leave

a. A teacher returning from short-term leave shall be reassigned to the same position held prior to the leave whenever possible.

b. A teacher returning from extended leave shall be assigned to a position reasonably comparable to that held prior to the leave.

ARTICLE G.22 PROFESSIONAL AND PERSONAL LEAVE

Teachers who wish to apply for professional or personal leave, except where this leave may be granted by a principal, must submit their request in writing to the Human Resource Services Department giving as much notice as possible. If time does not allow advance notice, teachers are advised to contact their principal immediately for approval to be absent, followed by a written request.

1. a. Paternity Leave

At the time of birth of a child of a teacher, the teacher may apply for and shall be granted paternity leave with pay up to a maximum of four (4) days. The teacher may apply for up to six (6) additional days of leave with the teacher paying for the cost of the teacher-on-call.

b. Parenthood Leave

A teacher with a dependent child may be granted upon request a parenthood leave of absence without pay for a period of one year with the possible extension of a second year.

Teachers returning from parenthood leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance except with respect to leave expiring June 30 where notice shall be given by May 31.

2. Educational Leave

a. One day leave of absence with pay may be granted to a teacher to write an examination in a subject related to her/his teaching.

b. For teachers on permanent staff, a maximum of ten (10) teaching days at the end of June may be allowed with pay, for a special professional course of study approved by the Superintendent of Schools or her/his delegate. A teacher who requests such a leave must submit, with her/his request, verification of acceptance into the course of studies and confirmation of the date the course of study begins.

c. The Board may grant a leave of absence without pay for a period of one year in the first instance with a possible extension of a further year, for the purpose of attending a recognized university with a view to improvement of professional qualifications.

3. Bereavement, Emergency and Personal Leave

a. i. the Superintendent of Schools or her/his delegate shall grant a leave of absence with pay to a maximum of four (4) days at the time of the death or critical illness of a spouse, child, parent, brother or sister. Two (2) days leave shall be granted on the death or critical illness of an aunt, uncle, grandparent, grandchild, an in-law, or to attend to a relative who is domiciled in the home of the teacher at that time.

ii. if the teacher can demonstrate a need, up to two (2) additional days for travel shall be granted with the cost of the teacher-on-call to be borne by the Board.

iii. at the request of the teacher up to five (5) additional days will be granted with pay. Teacher-on-call costs to be borne by the teacher.

b. i. in the event of the death of a relative not mentioned above, or a friend of a teacher, the teacher shall be entitled to one-half day (one day if the funeral is outside the Capital Regional District) with pay, to attend the funeral. Teacher-on-call costs to be borne by the Board.

ii. if the teacher can demonstrate a need, up to two (2) additional days for travel shall be granted with pay. Teacher-on-call costs to be borne by the teacher.

c. In the case of sudden illness in the family of a teacher the teacher shall be granted, after notifying her/his supervisor, up to three (3) days paid leave each school year so that (s)he may care for that family member provided that the teacher has made every effort to obtain alternate care. The teacher-on-call costs to be borne by the Board.

[See also PCA Article G.2 Compassionate Care Leave for longer term leave.]

4. Personal Leave

a. The Superintendent of Schools, or her/his delegate, shall grant one (1) day of leave with pay per school year in each of the following circumstances where they fall on a teaching day. Teacher-on-call costs to be borne by the Board.

i. for observance of a holy day,

ii. to attend a personal convocation or the convocation of an immediate family member,

iii. on the day of, or on the day before, a teacher's marriage,

iv. on the day of the marriage of a person in the teacher's immediate family.

b. The Superintendent of Schools, or her/his delegate, may grant leave with pay in any one school year in each of the following circumstances with the teacher-on-call costs being borne by the Board.

i. for up to five (5) days for participation in a cultural or service activity,

ii. for up to five (5) days for participation as a member or coach of an athletic team in a provincial, national or international event,

iii. under special circumstances leave for any number of days may be granted for participation in an activity which offers a unique or unusual opportunity for professional growth.

An extension to the above leaves may be granted with the cost of the teacher-on-call to be borne by the teacher.

c. The Superintendent of Schools, or her/his delegate, may grant leave without pay under this Clause for any period of time not to exceed two (2) years. Should a teacher not be granted a leave under this Clause, the teacher will be provided reasonable grounds for the denial.

5. Leave for an Elected Office

The Superintendent of Schools, or her/his delegate, shall grant leave of absence to teachers wishing to seek election to public office. Leave prior to polling shall not exceed two months, with salary deductions based upon Article B.1.4 of this Agreement. If elected to public office the teacher must submit a request for further leave for the balance of the school year and prior to March 15 for each succeeding year, for a maximum period of five (5) years.

6. Subpoenas and Jury Duty

Teachers called for jury duty or subpoenaed to attend any legal proceedings shall be permitted to carry out their jury and legal duties without loss of their regular teaching salary, provided that their regular jury pay or witness fees be assigned to the Board.

7. Teachers shall be permitted to attend Workers' Compensation Board appeals related to their employment with the Board with pay, teacher-on-call costs to be borne by the Board.

ARTICLE G.23 DEFERRED COMPENSATION LEAVE OF ABSENCE PLAN

1. The Board and the Association agree to the provision of a deferred compensation leave plan, the terms and conditions of which are specified in an addendum to the Local Collective Agreement.

2. Any modifications shall be mutually agreed to during the term of this collective agreement or negotiated though the collective bargaining process.

ARTICLE G.24 LEAVE FOR CONTRACT NEGOTIATION AND ADMINISTRATION

1. When contract negotiations are conducted during school hours, release time, with pay, shall be provided for the Association Negotiations Committee to conduct contract negotiations. Should a teacher-on-call be required, the Board agrees to pay 50% of the cost of up to four (4) teachers-on-call.

2. A teacher who serves as a member of a Joint Grievance Committee or who is required to make a presentation to a Joint Grievance Committee shall be provided, as needed, release time with pay. Teacher-on-call costs shall be borne by the Board.

3. Release time shall be provided to a member of the Association Executive, Standing Committee or to a member otherwise designated to prepare for contract negotiations or to investigate a grievance or to investigate or participate in an arbitration. The cost of the teacher-on-call will be borne by the Association.

SIGNATURES

Signed at _____, British Columbia, this _____day of _____, 2011

[Insert Name], [Insert Position]
School District No. 61 (Greater Victoria)

[Insert Name], President
Greater Victoria Teachers' Association

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

Susan Lambert, President
British Columbia Teachers' Federation

LOCAL LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING

BETWEEN: BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

AND: THE GREATER VICTORIA TEACHERS' ASSOCIATION

Re: Appeals During Staffing Process

The intent of this letter of understanding is to clarify for both parties that any appeals launched by teachers during the time-sensitive staffing process (only) shall be made in writing within five (5) instructional days of the date of notification to the Zone Assistant Superintendent. The Assistant Superintendent or her/his delegate, after communicating with the GVTA, will notify the teacher of her/his decision within five (5) instructional days of receiving the appeal.
Appeals considered within this undertaking include notification of transfer (Article E.22) and decisions related to qualifications (C.21.3).

The time-sensitive staffing process occurs during the April 1 through June 30 period each year.
In the event that the appeal is not upheld by the Assistant Superintendent, the teacher has the option of referring the issue to step 3 of Article A.6 (Grievance Procedure) of the Collective Agreement.

Dated this ____ day of _____ 19____

THE CORPORATE SEAL OF THE BOARD was hereunto affixed in the presence of	)	SIGNED by the duly authorized officers of the GREATER VICTORIA TEACHERS' ASSOCIATION
_____ CHAIRPERSON	)	_____ PRESIDENT
_____ SECRETARY-TREASURER	)	_____ SECRETARY-TREASURER
	)	_____ CONTRACT CHAIRPERSON

LETTER OF UNDERSTANDING

BETWEEN: BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

AND: THE GREATER VICTORIA TEACHERS' ASSOCIATION

Re: Joint Grievance Committee

The intent of this letter of understanding is to clarify for both parties that the structure of the Joint Grievance Committee will continue until one or both parties indicate a desire to revert to the committee structure outlined in Article A.6 of the Collective Agreement.

The Joint Grievance Committee is made up of no more than three (3) appointees of the Board and three (3) appointees of the Association.

All Step Three grievances shall be referred to the Joint Grievance Committee as in A.6.4.

Dated this _____ day of _____ 19 ___

THE CORPORATE SEAL OF THE BOARD was hereunto affixed in the presence of)

_____)
CHAIRPERSON

)

_____)
SECRETARY-TREASURER

SIGNED by the duly authorized officers of the GREATER VICTORIA TEACHERS' ASSOCIATION

_____
PRESIDENT

_____
SECRETARY-TREASURER

_____
CONTRACT CHAIRPERSON

WITHOUT PREJUDICE

Consent Award

Between

British Columbia Public School Employers ' Association (BCPSEA)

And

The Board of School Trustees of School District No. 61 (Greater Victoria)

And

British Columbia Teachers ' Federation (BCTF)

And

The Greater Victoria Teachers ' Association (GVTA)

Re: Middle Schools

A. The collective agreement in School District 61 shall be amended to include the following provisions (D.21.4)

1. The maximum length of the instructional week for middle school teachers shall be 1,588 minutes which shall include a maximum of 1,345 minutes of teaching, a minimum of 75 minutes of nutrition breaks and a minimum of 168 minutes of preparation time.

2. Each year, following the Spring Staffing Process, teams will be established by the Principal in consultation with the staff. There shall be up to 15 team meetings scheduled during each school year, comprised of 42 minute blocks of the preparation time referenced above. Meetings will not exceed 42 minutes except with the agreement of the Principal and all members of the team.

3. The scheduling and agenda setting of the team meetings will be done by the Principal in consultation with each team. These meetings are to address individual student needs and specific team matters and are not intended to deal with staff meeting or staff committee agenda items.

4. Teachers who are required to attend the fifteen team meetings during their preparation time during the school year will be entitled to an additional full 1.4 days of preparation time in that school year. Such preparation time will be provided to the teachers only on designated Curriculum Completion Days (days of instructions for the purpose of the School Act). Preparation time that would have otherwise been provided on these days will not be rescheduled except in the case of a Board-ordered school closure. Curriculum Completion Days will be established and designated by the Principal in consultation with the Staff Committee at each middle school.

5. Teachers are required to be in attendance at school (or an alternate location as approved by the Principal) for such preparation time on curriculum completion days as these are days of instruction. Teachers who are not entitled to the additional preparation time on a designated Curriculum Completion Day will be required to supervise and assist students in attendance with curriculum activities, in their regularly scheduled teaching time. Such work will be distributed in an equitable manner among these teachers.

B. Article B.3.2 Team Leaders

a. Team Leaders shall be designated by the middle school principal, in consultation with the teaching staff of each team.

b. Effective the 2008-2009 school year, a Team Leader shall be paid an allowance for the ensuing year in twenty (20) instalments. Such allowance shall be prorated to the term of the appointment.

The Team Leader allowance is as follows:

- $1230 Effective July 1, 2006
- $1261 Effective July 1, 2007
- $1292 Effective July 1, 2008
- $1325 Effective July 1, 2009
- $1351 Effective July 1, 2010

c. A Team Leader may choose up to four (4) days release time to be taken within one school year, with the TCO cost to be borne by the Team Leader. Scheduling of the release time is to be approved by the principal in consultation with the Team Leader. The Team Leaderw will be provided reasonable grounds if the release time request is denied.

C. The union agrees to withdraw, without prejudice, the following middle school grievances:

08-GVTA-35 General Matters Grievance - Middle School Prep Time

08-GVTA-66 General Matters Grievance - Recognition of the Union

D. The parties agree that this award is without prejudice to LOI No.1 (Middle School Codification) and will not be referred to in any other school district in the province. Further, this award is without prejudice to the BCPSEA, the Greater Victoria Board of Education, any other Board of Education, the BCTF and the GVTA.

Date: "May 1 09"

"Jacquie Griffiths"
For British Columbia Public School Employers Association

"Jim Iker"
For British Columbia Teachers' Federation

"John Gaiptman"
For School District No. 61 (Greater Victoria) 'Federation

"Thierry Ponchet" "Tara Ehrcke"
For British Columbia Teachers

AGREEMENT IN PRINCIPLE

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

(the "Board")

AND:

GREATER VICTORIA TEACHERS' ASSOCIATION

(the "GVTA")

Re: Post and Fill

WHEREAS:

A. The GVTA has filed grievances relating to the issue of teachers moving from one temporary assignment to another;

B. The parties are desirous of resolving that issue as well as various issues concerning posting, filling and related matters;

C. The parties have recognized the principles of stability in the classroom, fairness to members of the GVTA, and administrative efficiency.

IT IS AGREED:

1. The parties agree to implement two "mobility rounds" during the spring planning process in the 2009-2010 school year for the 2010-2011 school year, and in the 2010-2011 school year for the 2011-2012 school year.

2. These mobility rounds will involve continuing positions of .7 FTE or greater that are vacant and such positions are open to continuing contract teachers of .7 FTE or greater. Such vacancies will include those due to retirements, resignations, and positions created due to enrollment increases if such positions continue into the next school year.

3. Notwithstanding the requirements of Article E.1.2 of the collective agreement to post positions "as soon as they become known", these postings will be done in a batch fashion, and will be posted for 2 teaching days and filled within 3 teaching days of the closing date during each mobility round.

4. The Board may extend the date established for giving notice regarding intent to layoff under Article C.22 of the collective agreement by five working days to accomplish the mobility rounds, by providing the GCTA two weeks advance notice of any such extension.

5. After the mobility rounds, and the intent to layoff notices have been issued, teachers declared in excess to school needs and unassigned continuing teachers will be placed. This will be done by another round of batch postings of vacant positions for which only these teachers are eligible, and such positions will be filled to first ensure the placement of qualified teachers into positions or to return an incumbent to their former position that again becomes available and otherwise in accordance with Article E.1.6 of the collective agreement.

6. Following the placement of teachers referred to in paragraph 5 above, positions posted in June and July are open to all teachers and will be filled in accordance with Article E.20.6 of the collective agreement except that all internal applicants will be considered together (i.e., no "tiered" hiring - no higher consideration for continuing contract teachers over other internal applicants). These positions will be posted with a closing date no later than five week days before the school year begins.

7. When applying for positions regarding any of the postings,the applicants will list their preferences for positions in priority order and commit to accepting positions in accordance with their listed preferences if awarded to them.

8. All vacancies arising after the postings referred to in paragraph 6 above will be posted as temporary vacancies in all circumstances except as set out in paragraph 9.

9. Acting in accordance with Article E.20.6 of the collective agreement, the Board may post and fill at any time for positions (continuing or temporary) where the Board anticipates external applicants may be required in addition to any internal applicants, and where a vacancy is known. The Board will not post a job as continuing externally without doing so internally before or at the same time as the external posting.

10. Notwithstanding the requirement in Article E.20.2 of the collective agreement to post positions "as soon as they become known", all vacancies arising after the postings referred to in paragraph 6 above occurring up to the second Thursday after Labour Day will be held and posted as a batch posting on the second Friday after Labour Day. Applicants will list their preferences for positions in priority order and commit to accepting positions in accordance with their listed preferences. These positions are open to all candidates and will be filled in accordance with Paragraph 11 below and

Article E.20.6 of the collective agreement except that all internal applicants will be considered together with no "tiered" hiring. These postings will be done in a batch fashion and will be posted for two working days and filled within three working days of the closing date.

11. Teachers who accept a temporary position after the start of the school year will not be permitted to accept another temporary posting unless it is compatible with their temporary position or in certain other limited circumstances as stated in this paragraph. Except as indicated below, a teacher may accept another temporary posting once during the school year provided as well that:

    - the other temporary posting is at least .3 FTE greater than their current position either on its face, or if the additional length of the other temporary posting would make it a total of at least .3 FTE greater than their current position (for example, a potential move to a 1.0 FTE temporary position for the period Nov. 1 to June 30 from a .8 FTE temporary position for the period Sept. 1 to Dec. 21 would fulfill this requirement), and
    - there is no movement after the first day back from March break, and
    - the posting is assumed at a mutually agreeable time, and
    - in addition, a classroom vacated by a teacher movement will not be subject to an additional change afterwards and a teacher accepting a temporary position after it has been vacated by another teacher will not be permitted to move to another posting which is not compatible with that position. All postings affected.

12. The terms of this settlement will be effective March 31, 2010 and will expire on June 29, 2011, unless the parties agree to continue the terms beyond that date. The parties will meet no later than May 15, 2011 to discuss continuing or amending this Agreement.

13. This Agreement is made on a without prejudice and without precedent basis for all other school districts in the province.

14. This Agreement is subject to approval by BCPSEA, BCTF and the GVTA membership.

15. Colin Taylor will have jurisdiction to resolve any disputes arising out of the interpretation or application of this Agreement.

16. The grievances of Jennifer Maestrello and Christina Wilson are withdrawn and irrevocable settled on the basis of a separate agreement involving them.

17. Matters referred to in this Agreement which are the subject of any outstanding grievances are hereby settled. Further grievances will not be brought relating to matters referred to in this Agreement prior to the commencement date of this Agreement as set out in paragraph 12 above.

Dated: March 31, 2010

British Columbia Public School Employers Association	The Board of Education of School District No. 61 (Greater Victoria)
"Renzo Del Negro"	"Chris Harvey"
British Columbia Teachers' Federation	Greater Victoria Teachers' Association
"Jim Iker"	"Tara Ehrcke"

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF INTENT No. 1

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Formalization of Middle School Provisions

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

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

In such a case, the jurisdiction of the arbitrator shall be confined to a determination of the terms that most accurately reflect the practice in the district with respect to the operation of the middle school program in a school or schools.

Original signed by:

Jinny Sims	Jacquie Griffiths
BCTF President	BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

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

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

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

"D. Hogg"	"K. Halliday"
Negotiation Team For	Negotiation Team For
British Columbia Teachers' Federation	British Columbia Public School Employers' Association

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

Appendix 1

PROVINCIAL MATTERS

Appendix 1 – Provincial Matters

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   3.23 Posting Procedures - Filling
   3.32 Posting & Filling Vacant Positions - School Reorganization
   1.101 Board Initiated Transfers, Involuntary Transfers
   1.30 Creation of New Positions
   3.25 General Provisions for Transfer
   3.34 Teacher Initiated Transfer - Voluntary

3. Filling Vacant Positions
   1.74 Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions
   3.23 Posting Procedures - Filling
   3.32 Posting & Filling Vacant Positions - School Reorganization
   1.101 Board Initiated Transfers, Involuntary Transfers
   1.30 Creation of New Positions
   3.33 Staff Reductions - Transfers (may impact Section C.?)
   3.43 Job Description

3.1 NOTE: Re: Selection of Administrative Officers, See Addendum B.

4. Offer of Appointment to the District
   1.74 Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions

5. Positions and Assignments - referenced to Definition

6. Non-sexist Environment
   3.16 Non Sexist Environment

7. Sexual Harassment
   3.15 Harassment - Sexual; Personal Harassment

8. Harassment
   3.14 Harassment of Teachers

9. Falsely Accused Employee Assistance
   2.4 Falsely Accused Employee

10. Parental Complaints
    3.39 Complaints - Public

11. Violence Prevention in Schools
    3.47 Acts of Violence Against Teachers

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

Section F — Professional Rights

1. Educational Change
    1.34 Curriculum Implementation; Field Services
    1.76 Consultation Time to Deal w/Curriculum Changes Imposed by Ministry
    3.41 Future Education Directions Committee

2. Professional Development: Funding (NOTE: See also Addendum C)
    1.19 Tuition Costs
    1.78 Professional Development Committee - as related to funding
    1.81 Funds - Professional Development

3. Professional Days (Non-Instructional)
    1.70 Non-Instructional Days

4. School Accreditation
    1.1 Assessment, Accreditation (Elementary & Secondary)

5. Professional Autonomy
    3.26 Autonomy - Professional; Method of Instruction
    3.27 Responsibilities - Duties of Teachers
    1.44 Copyright Infringement; Indemnification; Save Harmless
    3.42 Use of PCs - Video

Section G — Leaves of Absence

1. Sick Leave
    1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave
    2.7 Medical Leave - Preauthorized Travel for Medical Services Leave

2. Maternity and Parental Leave and S.U.B. Plan
    1.18 Maternity Supplemental Unemployment
    1.108 Maternity Leave
    1.109 Parental Leave - Short Term

3. Short Term Paternity Leave and Adoption Leave
    1.46 Adoption Leave
    1.60 Paternity Leave

4. Jury Duty and Appearances in Legal Proceedings
    1.56 Jury Duty Leave, Witness

5. Educational Leave
    1.50 Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed
    1.103 Study Leave - Year End

6. Bereavement/Compassionate Leave
   1.48 Bereavement Leave
   1.53 Funeral Leave
7. Leave for Family Illness
   1.52 Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave
8. Discretionary Leave
   1.54 Short Term - Leave, Discretionary; General; Personal

9. Leave for Elected Office and Community Service
   1.49 Community Service; Search and Rescue Leave
   1.51 Election Leave, Political Leave

10. WCB Leave With Pay
    1.21 WCB
    1.67 Worker's Compensation - Leave

11. Early Retirement Incentive Plan - separate from B

12. Leave of Absence Incentive Plan
    1.47 Absence Incentive Plan - Leave

13. Religious Holidays
    1.62 Religious Holiday - Leave

14. Leave to Attend Retirement Seminars
    1.112 Leave to Attend Retirement Seminars

15. Leave for Communicable Disease
    1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave

16. Leave for Conference Participation
    1.113 Leave for Conference Participation

17. Leave for Competitions
    1.55 International Amateur Competition, Sports Competition Leave

18. Leave for Visiting Exchange Teachers (needs broader title)
    1.59 Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment

19. Leave for University Convocations (needs broader title)
    1.64 Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves

20. Leave for Blood, Tissue and Organ Donations
    1.63 Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave

21. Leave for Exams
    1.50 Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed

22. Miscellaneous Leaves with cost
1..58 Other - Leave
1.106 Committee - Detached Duty
May 31, 1995 - Provincial

Appendix 2 – Local Matters

Housekeeping - Form

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

Section A — The Collective Bargaining Relationship

1. Local Negotiation Procedures
   4.1 Abeyance of Contract

2. Recognition of Union
   4.39 Recognition of Union

3. Access to Worksite
   4.2 Access to Worksite

4. Use of School Facilities
   4.30 Use of Facilities

5. Bulletin Board
   4.6 Bulletin Board

6. Internal Mail
   4.15 Internal Mail

7. Access to Information
   4.40 Access to Information

8. Teachers' Assistants (NOTE: See also Addendum C)
   4.29 Aides, Volunteers, Teacher Assistants

9. Picket Line Protection
   4.38 Protection - Picket Line; School Closures - Re: Picket Lines (Strikes)

Section B — Salary and Economic Benefits

1. Purchase Plans for Equipment
   4.27 Computer Purchase

2. Payroll Deductions
   4.24 Payroll Deductions to Teachers Investment Account; Canada Savings Bond Deductions; Investment of Payroll -Choice of Bank Account

3. Employee Donations for Income Tax Purposes

Section D — **Working Conditions**

1. Extra-curricular Activities
   3.11 Extra-curricular
2. Staff Meetings
   4.28 Meetings - Staff

3. Health and Safety
   4.26 No Smoking - Smoke Free Environment

4. Health and Safety Committee
   4.14 Accident Prevention Committee; Health and Safety Committee

5. Hazardous Materials

6. Student Medication and Medical Procedures
   1.68 Integration, Mainstreaming, Special Needs Students Specific to Student Medication and Medical Procedures

7. Local Involvement in Board Budget Process
   4.5 Committee - Finance Board Budget - Union Involvement, School Funds

8. Teacher Involvement in Planning New Schools
   4.27 Computer Purchase Plan; Construction of New Schools (Teacher Input) Equipment, Utilization, Supplies

Section E — **Personnel Practices**

1. Personnel Files
   4.20 Personnel Files

2. School Act Appeals
   4.25 Appeal by Students/Parents Under School Act

3. Board Policy
   4.4 Board Policy - Commercialism in Schools; Input into Board Policy

4. No Discrimination
   4.35 Discrimination

5. Race Relations
   4.33 Multiculturalism; Race Relations

6. Gender Equity
   4.36 Gender Equity

6.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.

Section F — **Professional Rights**

1. Professional Development Committee (NOTE: See also Addendum C)
   1.78 Professional Development Committee - as related to control

2. First Nations Curriculum
   4.12 First Nations - Indian Studies Curriculum

3. Women's Studies
   4.31 Women's Studies

4. Committees
   4.8 Committee - Professional Relations
   4.19 Parent Advisory Council
   4.48 Joint Studies, Liaison, Employment Relations Committee

5. Fund raising
   4.13 Fund Raising

6. Classroom Expenses
   4.23 Reimbursement for Classroom Materials Paid by Teachers

Section G — Leaves of Absence

4.3 Banked Time Plan
4.7 Committee - Leave of Absence
4.18 Non-Contractual Items, Without Prejudice
4.11 Energy Awareness
4.16 Leave - notice

1. Long Term Personal Leave

2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)

3. Deferred Salary/Self Funded Leave Plans

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

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

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

Addendum C To

Letter of Understanding No. 1

Appendices 1 and 2

Professional Development

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

Professional Development:

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

For BCTF:

"R. Worley"

For BCPSEA:

"K. Halliday"

Date: Original April 23, 1997

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

Addendum D To

Letter of Understanding No. 1

Appendices 1 and 2

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

1. The parties agree that "unpaid leave" for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.

2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

"R. Worley"

British Columbia Public School Employers' Association

"K. Halliday"

LETTER OF UNDERSTANDING NO. 2

Between:

THE BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

And:

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

Re: Approved list of arbitrators for:

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

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

John Kinzie
Judi Korbin
Robert Pekeles

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

Dated: August 14, 2007

Originals signed by:

Irene Lanzinger
For the BCTF

Jacquie Griffiths
For the BCPSEA

LETTER OF UNDERSTANDING No. 3. a

Between

THE BRITISH COLUMBIA TEACHERS' FEDERATION

(BCTF)

And

THE BRITISH COLUMBIA PUBLIC SCHOOL

EMPLOYERS' ASSOCIATION

(BCPSEA)

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

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

Not applicable in SD No. 61 (Greater Victoria)

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Not applicable in SD No. 61 (Greater Victoria).

LETTER OF UNDERSTANDING No. 4

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

Re: Early Incentive Payment

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

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

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

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

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

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

Original signed by:

Jinny Sims	Jacquie Griffiths
BCTF President	BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: One Time Payment to Teacher Inflation Adjustment Account

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

   July 15, 2006 $20,000,000

2. The contribution represents an extraordinary (non-recourse) payment, in addition to those which would normally be made to the Teacher Pension Plan/Inflation Adjustment Account, and in no way replaces or amends the obligations of any person to make contributions to the Teacher Pension Plan/Inflation Adjustment Account.

3. The parties will work together with the Teachers' Pension Plan Board of Trustees to facilitate the payment provided for under this LOU.

4. The parties agree that this extraordinary payment has no recourse or connection, nor does it amend the joint trustee relationship, as the payment is a non-recourse payment to the Inflation Adjustment Account only.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

- They will encourage the employer and the local to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a "special program" that would serve to attract and retain Aboriginal employees.

- The parties will assist the employer and the local as requested in the application for and implementation of a "special program" consistent with this Letter of Understanding.

Original signed by:

Brian Kennelly
BCTF Co-Chief Negotiator

Jacquie Griffiths
BCPSEA Chief Negotiator

Suzie Mah
BCTF Co-Chief Negotiator

LETTER OF UNDERSTANDING No. 7

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Articles Housekeeping Committee

1. The parties agree to establish a housekeeping committee to address the updating and consistency of terms in existing common Provincial Articles.

2. The committee shall meet as soon as possible and shall conclude its work no later than September 30, 2006.

3. The agreed housekeeping changes shall be implemented with the next printing of the Provincial Collective Agreement and working documents.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 8

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

1. Further to our discussions of June 25, 2006, we write to confirm that we have jointly agreed that effective July 1, 2007 or at an earlier time agreed to by the local and the employer, and continuing until four (4) months prior to the expiry of this collective agreement, both parties will amend their respective mid-contract modification processes. Specifically, we have agreed that neither BCPSEA or the BCTF will reject any mid-contract modifications proposed by the local parties which achieve one or more of the following purposes (and no other purposes):

    a. The elimination of out-of-date references to terms, dates or other matters;

    b. The updating of collective agreement language that is either no longer relevant or functional; or

    c. The resolution of internal inconsistencies and incongruities within individual agreements.

2. As discussed, nothing in this letter permits the local parties to make amendments to common provincial language.

3. Finally, we confirm that any disputes regarding the rejection by one of the provincial parties of a proposed change on the basis of non-compliance with paragraph 1 parts a, b & c above shall be referred to Irene Holden for facilitation and resolution.

Original signed by:

Jinny Sims BCTF President	Jacquie Griffiths BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Rehabilitation Committee

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

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

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

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

Original signed by:

Jinny Sims	Jacquie Griffiths
BCTF President	BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Benefits Review Committee

1. The parties agree to form a Benefits Review Committee to review teacher benefit plans throughout the province. The Committee will consist of three representatives of BCPSEA and three representatives of the BCTF. The Committee will be provided with funding of $200,000 to utilize outside actuarial or other required consulting services.

2. In the event the parties agree to implement changes to any benefit plans, and that ongoing savings have been achieved as a result of the changes, the full amount of any savings will be reinvested in improving teacher benefit plans.

3. In the event the parties do not agree on the amount of any savings achieved, or, in the event savings are agreed upon, the cost of a proposed reinvestment, the matter will be referred to an independent auditor for binding resolution.

Original signed by:

Jinny Sims	Jacquie Griffiths
BCTF President	BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 11

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

Re: 2008 Salary Harmonization

1. This Letter of Understanding shall apply to all school districts except those who are entitled to a Recruitment & Retention allowance pursuant to Letter of Understanding No. 12 Re: Teacher Supply and Demand Initiatives.

2. Effective July 1, 2008, all salary grid maximums which are less than those set out below* will be adjusted to the following levels:

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

3. Notwithstanding the above, the salary grid maximums for category 4, 5, 5+ and 6 in the districts covered by this Letter of Understanding shall be increased by no less than 2.5%.

4. No grid steps other than the maximums identified in 1 and 2 above shall be adjusted as a result of the implementation of this salary harmonization initiative.

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

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

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

2. Add 2.5% effective July 1, 2006

3. Add 2.5% effective July 1, 2007

4. Add 2.5% effective July 1, 2008

5. Add an additional 3.0% effective July 1, 2008

Original signed by:

Jinny Sims	Jacquie Griffiths
BCTF President	BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 12

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

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

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

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

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

Original signed by:

Jinny Sims
BCTF President

Jacquie Griffiths
BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 13

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

Re: Fiscal Dividend

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

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

The Fund will be determined as follows:

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

2. The manner of allocation of the Fund monies to employees shall be subject to negotiations between the BCTF and BCPSEA.

Original signed by:

Jinny Sims	Jacquie Griffiths
BCTF President	BCPSEA Chief Negotiator

LETTER OF UNDERSTANDING No. 14

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

Re: Article B.12 Category 5+ Transitional Provisions

Not applicable in SD No. 61 (Greater Victoria).

LETTER OF UNDERSTANDING No. 15

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

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

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

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
    - Both K – 12 and adult education seniority are contained on a single list in both districts.
    - Normal rules of porting apply.
    - No more than 1 year of seniority can be credited and ported for any single school year.
    - Maximum of 10 years can be ported.

2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
    - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
    - Both lists remain separate when porting.
    - Up to 10 years of K – 12 and up to 10 years of adult education can be ported to the corresponding lists.
    - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
    - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
    - A combined total of up to 10 years of seniority can be ported.
    - No more than 1 year of seniority can be credited for any single school year.

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

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

Original Signed by:

_____	_____
Jacquie Griffiths	Jim Iker
BC Public Employers' Association	BC Teachers' Federation
January 14, 2008	January 21, 2008

LETTER OF UNDERSTANDING No. 16

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

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

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

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates his/her employment from the porting district or receives a full leave of absence from the porting district.

2. The requirement for the teacher to initiate the sick leave verification process (90 days from the initial date of hire) and the seniority verification process (within 90 days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.

3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports) , for the purpose of porting , the teacher will be limited to a maximum of 1 years seniority for each year.

4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.

5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Original Signed by:

_____	_____
Jacquie Griffiths BC Public Employers' Association	Irene Lanzinger BC Teachers' Federation
March 12, 2008	March 13, 2008

ATTACHMENTS

The Greater Victoria School District is committed to each student's success in learning within a responsive and safe environment.

BYLAW 9330.1

APPEAL PROCESS DECISION REGARDING STUDENTS

Preamble

In the spirit of administrative fairness, the Greater Victoria School Board welcomes members of its educational community to express their questions, complaints or concerns to the appropriate authority.

As described in Section 11 of the *School Act*, the Greater Victoria School Board supports and recognizes the right of the student, parent or guardian to appeal a decision of an employee(s) of the Board which significantly affects the education, health, or safety of the student. The failure of an employee(s) to make a decision shall be deemed a decision for the purpose of initiating an appeal.

It is the position of the Greater Victoria School Board that in most cases an appeal should be preceded by an appropriate consultative and problem-solving sequence as described in Policy and Regulation 1155 *Complaint Process for a Resolution of Concerns* but that such procedures should in no way constitute a barrier to an appeal or a final recourse to the Greater Victoria Board of School Trustees.

I. The following decisions shall be deemed to significantly affect the education, health or safety of a student:

a. disciplinary suspension from school for a period in excess of five (5) consecutive days;

b. suspension from school for a health condition;

c. placement in an educational program (this does not refer to classroom or teacher preference);

d. grade promotion or graduation;

refusal to offer an educational program to a non-graduated student sixteen (16) years of age or older; and,

any other decision that significantly impacts the present or future educational program of the student.

If the Greater Victoria School Board or designate denies the appellant the right of appeal, reasons for the decisions denying the appeal must be given to the appellant in writing. The Greater Victoria School Board or designate will inform the appellant of the role of the Ombudsman.

II. Written Notice of Appeal

Every appeal to the Greater Victoria School Board must be commenced by a written Notice of Appeal form **(see Bylaw 9330.1 attachment 1)**. This form may be obtained from the school or district administration office. It must be completed in full and submitted to the Superintendent of Schools. Assistance required in filling out this form is available upon request from the Greater Victoria School Board Office.

III. Appeal Sub-Committee - Appellants may choose to go directly to Step 1 of the Appeal Process.

As an alternative to the appeals process, the Superintendent or designate, with agreement from the appellant, may refer the matter to an Appeal Sub-Committee consisting of:

a. Assistant Superintendent or Director of Instruction (1).

b. Trustee (1).

c. Administrative Officer (2)

The Sub-Committee may invite oral or written submissions.

When the Superintendent refers the appeal to the Sub-Committee, the Superintendent shall set a time, date and place for this purpose and shall give notice in writing to the appellant. With this notice the appellant must receive copies of all documentation and appropriate information.

The Sub-Committee will recommend a decision on the appeal to the Board of School Trustees.

The Board of School Trustees shall promptly notify the appellant in writing of the Sub-Committee's recommendation and the reasons for the recommendations. If the issue is not resolved by the Sub-Committee, then the issue may be taken through the appeal process.

IV. The Appeal Process

Upon receipt by the Superintendent of Schools of the Notice of Appeal, in most cases, the appellant may be required to undertake the following steps. It is the intention that all steps in the Appeal Process proceed in a timely manner.

Step 1:

The appellant shall meet with the employee(s) involved with the decision. If for some acceptable reason the problem cannot be dealt with at the source the appellant may be directed to meet with the principal or designate. A support person of the appellant's choice shall be allowed to accompany the appellant throughout the Appeal Process.

Throughout the Appeal Process the appellant and the employee(s) whose decision is being appealed must receive all documentation and appropriate information generated at each step within a reasonable length of time and be informed of the progress of the appeal at each step.

If there is no resolution:

Step 2:

The appellant shall meet with the principal or designate and employee(s) involved in Step 1.

Before this meeting, it is the responsibility of the principal or designate to review with the appellant Bylaw 9330.1 and the sequence of steps in the Appeal Process.

At this meeting:

a. a written report by the employee(s) indicating the decision and rationale for the decision will be reviewed. A copy of this report must be made available to the appellant prior to the meeting.

b. other District personnel and/or outside agency personnel may be requested to attend the meeting for consultation. The appellant must be notified prior to the meeting of all personnel invited or likely to be present at the meeting.

c. if there is no resolution, the principal or designate will forward all documentation to the Assistant Superintendent or the Director of Instruction.

d. the principal or designate will ensure that the appellant receives a copy of all documentation and appropriate information that is being forwarded to the Assistant Superintendent or Director of Instruction.

Step 3:

The appellant shall meet with the Assistant Superintendent or the Director of Instruction who will review all information relevant to the decision on the matter. At this meeting the Assistant Superintendent or Director of Instruction:

a. may request the presence of other members of the District administration, employees or outside personnel as consultants. The appellant must be notified in writing and in advance of the meeting of the names of the people to be in attendance at that meeting.

b. will attempt a resolution of the appeal based on the review of information available.

c. communicate the resolution and the reasons for it in writing to the appellant and to the employee(s) whose decision led to the review.

d. will document the events of the discussion of this meeting.

e. if there is no resolution, the Assistant Superintendent or Director of Instruction will forward all documentation to the Superintendent of Schools.

f. the Assistant Superintendent or Director of Instruction will ensure that the appellant receives a copy of all documentation and appropriate information that is being forwarded to the Superintendent of Schools.

Step 4:

The Superintendent of Schools will gather all information relevant to the appeal and will meet with the appellant and attempt to resolve the appeal. If there is no resolution, the Superintendent of Schools will notify the Chairperson of the Board that the appellant requests to take the Appeal to the Board of School Trustees.

Step 5:

The Board of School Trustees will receive and review information pertaining to the appeal as follows:

a. The Superintendent shall provide the Board of School Trustees with all documentation and appropriate information with an explanation of the steps in the process undertaken.

b. The Board of School Trustees, after reviewing the pertinent information and documents surrounding the decision, shall decide if an appeal hearing is appropriate:

i. if an appeal hearing is deemed not to be appropriate, the Board of School Trustees or designate will notify in writing the appellant and the employee(s) for that decision and the reasons for that decision.

ii. if an appeal hearing is granted, the Board of School Trustees will notify in writing the appellant and the employee(s) whose decision is being appealed of the time and date that it is to take place. In the case of a hearing, reasonable time limits must be given to both the appellant and the employee(s) whose decision is being appealed. Opportunity must be given to the appellant to have his/her story heard and to ensure that all relevant information has been considered.

iii. the appellant may be accompanied by a support person of their choice.

c. The Board of School Trustees must confine its deliberations to the decision being appealed.

d. The Board of School Trustees shall make a decision and that decision shall be deemed the final decision. The Board of School Trustees shall notify in writing the appellant of the decision. At the same time, the decision and reasons for the decision shall be communicated in writing to the appellant and the employee(s) whose decision led to the appeal.

V. Protection from Reprisals

The Board of School Trustees will not tolerate any direct or indirect form of reprisal as a result of the initiation or outcome of an appeal. Where there is evidence of reprisal, the Board of School Trustees will take immediate steps to remedy the situation.

VI. Review Process

Each appellant and each employee(s) whose decision has been appealed will be given the opportunity to provide feedback on their experience on the Appeal Process (see Bylaw 9330.1, attachment 2). This feedback will be utilized when reviewing this bylaw and when developing new procedures to ensure that the Appeal Process remains balanced and fair.

VII. Avenues beyond this appeal process

If the appellant believes that the process has been unfair, the appellant may complain to the office of the Ombudsman. The Ombudsman can investigate the process and recommend resolution, but does not overturn a decision.

Greater Victoria School District

Adopted: April 26/93

Revised: November 27/00

BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)

MEMORANDUM

TO: The Greater Victoria Teachers' Association

FROM: C. B. Symons
Secretary-Treasurer

RE: Job Sharing

==========

During the course of negotiations related to the Collective Agreement for the period January 1, 1985 to June 30, 1986 an understanding was reached with respect to an amendment to Regulation 4115.4 concerning Job Sharing. The intent of the change in the regulation would be to permit teachers who take off time for job sharing purposes to be entitled to the same benefits as those teachers who participate in job sharing by way of changing their assignments from full-time to part-time.

"Clive Symons"

CBS:11

022291.1300.ST279

The Greater Victoria School District is committed to each student's success in learning within a responsive and safe environment.

REGULATION 4115.4

POSITION (JOB) SHARING

I INTRODUCTION

Teachers with full time continuing appointments to the District, upon receipt in the spring of their teaching assignment for the following school year, shall have the option of requesting that their assignment be changed to part time for that school year. Teachers requesting this change in assignment shall be participating in the position sharing plan and, will receive a written commitment that, subject to the provisions of 153(1) and 153(2) of the School Act, their appointment to the District will return to full time, effective the following school year.

II PROCEDURES AND CONDITIONS

1. Teachers on full time continuing appointment wishing to participate in position sharing shall notify the school principal and Instruction-Administration Department of their intent following receipt of formal notification of their assignment for the following school year.

2. Upon approval of position sharing, participating teachers shall be informed, in writing, that, subject to the provisions of Sections 153(1) and 153(2) of the School Act, their appointment to the District will return to full time at the expiry of the next year.

3. Teachers participating in the position sharing plan shall suffer no loss in District seniority.

4. The salary of teachers participating in the position sharing plan shall be prorated accordingly.

5. Teachers participating in the position sharing plan, shall receive the same benefits in respect to medical, group life, extended health, and dental as they would as full time teachers.

6. Salary Indemnity and Sick-Leave Benefits for teachers participating in the position sharing plan shall be prorated accordingly.

7. Under present Superannuation Branch Regulations, credit for pension purposes, for teachers participating in the position sharing plan, shall be calculated on the basis of the percentage of the teacher's assignment for the year.

8. Principals, in planning staff organization for the year following a teacher's participation in the position sharing plan, shall consider participating teachers to be full time teachers. The provisions of School District Regulations respecting Teachers Declared Excess to Individual School Staffing Allocation shall apply.

Greater Victoria School District

Approved: March 21, 1983

The Greater Victoria School District is committed to each student's success in learning within a responsive and safe environment.

REGULATION 5141.20

ORAL TOPICAL MEDICATION

The administering of oral and/or topical medication to pupils in schools shall be the responsibility of the principal, who, if he/she accepts this voluntary task, must act in accordance with the following regulations:

1. Any delegation of authority and responsibility to a member of the teaching or non-teaching staff for the provision of medication must be clearly recorded in an appropriate journal. Such recording must include the signature of the staff member indicating voluntary acceptance of the responsibility, as well as the signature of the parent/guardian indicating the knowledge and approval of the specific person who has volunteered.

2. Provision shall be made for another individual to administer the medication in the absence of the designated staff member. The same procedure for approval by this individual and the parent/guardian, as described in #1 above, applies.

3. The principal must have a letter from the parent/guardian requesting that the medicine be administered.

4. The principal must have a letter from the family physician requesting that the medicine be administered, and granting authority for the principal, or his delegate, to do so. Such letter must be countersigned by the parent/guardian.

5. The principal must have the following information from the family physician on the prescribed form "Request for Administration for Medication at School."

    a. that the medication needs to be administered at school;

    b. what ailment the medication is treating;

    c. the name of the medication;

d. the method of administering the medication;

e. the exact dosage;

f. indications for giving (symptoms that precede the need);

g. a statement as to whether or not the medication is a narcotic or similar substance;

h. the consequence of missing medication or incorrect dosage;

i. emergency procedures for (g);

j. important side effects or drug reactions.

(Form letters are available from the Public Health Nurse)

6. The Public Health Nurse assigned to the school must be informed of the letter of authority from the prescribing physician and must be consulted regarding the administering of the medication.

7. A record sheet is to be maintained in the office of the principal, such sheet is to show the date and time of each administration, verified by the signature of the administering person.

8. Medication should be stored in a safe location. The security for such medication is left to the discretion of the principal.

9. Medication must be in the original container, which must be clearly labeled with instructions.

10. All persons administering medication as described above must note that oral/topical treatment refers only to medication introduced by way of the mouth or by external application to the body surface.

11. Emergency treatment with injections or other parental (other than oral/topical) treatment may be done by First Aid attendant, or employees who have been trained to do so by a Public Health Nurse.

12. Other procedures may be established for individual cases through the application of the Interministerial Protocols for the provision of Support Services to Schools.

Notwithstanding the foregoing, the School Board will indemnify an employee against a claim for damages against the employee arising out of the administration of medication to a student under these regulations unless the employee knowingly or willfully disregards the regulations.

Greater Victoria School District

Approved: January 1974
Various Revisions
Revised: April 6, 1990

Addendum to the Local Matters Agreement

Deferred Compensation Leave Of Absence Plan

1. Definitions

a. "Accrued Interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the board on behalf of participants, calculated from:

i. the first day any of such monies has been received by the eligible financial institution, or

ii. the last date to which interest has been paid in accordance with clause 3.4.

b. "Collective Agreement" means the agreement in force pursuant to PELRA, and subject to the provisions of the provincial matters agreement.

c. "Committee" shall mean the Board Personnel Committee and four appointees of the Greater Victoria Teachers' Association.

d. "Current Compensation Amount" means the total compensation payable by the Board to the Participant for the school year, (September 1 to June 30) including his/her proper grid salary and all allowances, per the current Collective Agreement in force between the Association and the Board.

e. "Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the participant in accordance with clause 3.4.

f. "Eligible Teacher" shall mean any teacher on continuing contract having three (3) years service with the Board.

g. "Leave of Absence" means the period described in clause 4.1.

h. "Memorandum of Agreement" means the Leave of Absence and Deferred Compensation Plan Memorandum of Agreement attached to this addendum.

i. "Participant" means an Eligible Teacher whose application for participation in the Plan has been approved by the Board in accordance with clause 2.2 and has completed a Memorandum of Agreement.

j. "Participation Rate" applies to the number of new applications approved each year for inclusion in this plan. The approval rate shall not exceed 5% (five per cent) of teachers on continuing contracts.

k. "Plan" means the plan set out in this Addendum.

2. Application

a. In order to participate in the Plan, an Eligible Teacher must make written application to the District Superintendent of Schools or his/her delegate, by way of the Memorandum of Agreement, on or before March 31, stating the date when the Eligible Teacher wishes to participate in the Plan.

b. The District Superintendent of Schools, or delegate, shall by May 15 following the date of application, advise each applicant of the Board's approval or disapproval of his/her application, and if the latter, a reasonable explanation therefore.

c. The Participation of the Eligible Teacher in the Plan will become effective on the date specified in the Memorandum of Agreement.

3. Funding For Leave Of Absence

Funding for the Leave of Absence shall be as follows:

a. During each year of the deferral period, the participant will receive his/her current compensation amount, less the percentage amount to be retained by the board which was specified by the participant in the Memorandum of Agreement and less statutory and other legal or contractual deductions. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the board at least one (1) month prior to the requested change. The board shall not be obligated to accommodate more than one request each school year for a change to the deferral amount.

b. The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third (33 1/3) per cent.
NB: To comply with Revenue Canada - Income Tax Act

c. The monies retained by the Board on behalf of each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by any one of the following: Vancouver City Savings, any Canadian Chartered Bank, any Trust Company authorized to do business in the Province of British Columbia or any Credit Union authorized to do business in the Province of British Columbia as directed before September 10 in each year by the Committee. In making such determination the Board, the Association and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.

d. The eligible financial institution shall pay the accrued interest on each December 31 to the participant.
NB: To comply with Revenue Canada - Income Tax Act

e. The Secretary-Treasurer shall make an Annual Report to each Participant under this Plan as to the amount of deferred salary, together with interest accrued to that date. The Annual Report shall be made no later than June 30 of any given year under the Plan.

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

g. The Board will bear the administrative expenses of the Plan.

4. Taking Of Leave Of Absence

The taking of a Leave of Absence shall be governed by the following provisions:

a. The Leave of Absence shall occur according to, and be governed by the terms of this Article.

b. The leave of absence shall be for not less than six (6) consecutive months.
NB: To comply with Revenue Canada - Income Tax Act

c. The leave of absence shall commence and subsequently cease coinciding with the natural breaks in the delivery of the education program.

d. The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequent than provided for the payment of regular salaries and all amounts payable shall be paid to the participant no later than the end of the first taxation year that commences after the end of the deferral period.
NB: To comply with Revenue Canada - Income Tax Act

e. The salary to be paid to a Participant during a Leave of Absence shall be related to the moneys retained by the Board in accordance with clause 3.1 for such Participant, as augmented by the interest earned thereon in accordance with clause 3.3, but less any deductions made by the Board under clause 5.1 and any monies required by law to be paid by the Board for or on behalf of a Participant.
NB: To comply with Revenue Canada - Income Tax Act

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

of the collective agreement, to be paid by the board for or on behalf of a participant. The participant shall not receive any salary from the board during the leave other than the deferred compensation amount.
NB: To comply with Revenue Canada - Income Tax Act

g. Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Superintendent or designate, and, given not less than six (6) months notice prior to the scheduled date for the commencement of the leave, postpone such leave for a period not greater than one year. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan.
NB: To comply with Revenue Canada - Income Tax Act

h. Subject to 4.7 above, the leave of absence shall immediately follow the deferral period.
NB: To comply with Revenue Canada - Income Tax Act

i. On return from his/her Leave of Absence, the teacher will be assigned to a position with the Board as required by the terms of the collective agreement then in force between the Board and the Association governing such matters.

j. After participation in the Plan, the teacher's salary and benefits will be as set out in the collective agreement then in force between the Board and the Association governing such matters.

5. Employee Selected Benefits

The providing of benefits will be as follows:

a.* During a Leave of Absence, the responsibility for payment of premiums for employee selected benefits shall be as set forth in the collective agreement then in force between the Board and the Association governing such matters. Where a Participant is obligated to pay the cost of any employee selected benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on his/her request and deduct the moneys so paid from the monies otherwise payable to the Participant during the Leave of Absence.

i. A teacher's benefits will be maintained by the Board during his/her leave of absence; however, the premium costs of all benefits shall be paid according to terms of the salary agreement. Should the teacher elect to have Their Deferred Leave funds paid to them in a lump sum manner, the teacher will make a lump sum payment (as reasonably estimated by the Board) in advance, by June 30th in the year the leave will commence, to cover his/her share of premiums.

ii. While on leave, any benefits tied to salary level will be structured according to the salary the teacher would have received, as if the teacher were teaching in the leave year.

iii.******Subject to the regulations of the Teachers' Pension Act, the Board shall pay one half the Superannuation assessment calculated by the Commissioner of Teachers' Pensions, for the year of leave, and the teacher shall contribute the balance.

b. Sick leave credits accrue as set forth in the collective agreement then in force between the Board and the Association governing such matters.

c. The Board will make superannuation deductions required by the Teachers' Pension Act.

6. Withdrawal

a. A Participant who ceases to be employed by the Board must withdraw from the plan.

b. A participant may withdraw from the plan upon giving written notice of withdrawal to the Superintendent or designate not less than four (4) months prior to the date on which the leave of absence is to commence.

c. Upon termination of employment and/or withdrawal from the plan, the board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days. Upon such payment being made the board shall have no further liability to the participant under the plan.

d. Should a Participant die, the Board shall within thirty days of notification to the Board of such death, pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

7. Suspension from Participation And Reinstatement In The Plan

a. A Participant may, for a twelve-month period, suspend his/her participation in the Plan as of the September l following giving notice to the Board. Until further notice as provided in clause 7.2, the Board shall pay the Current Compensation Amount to the Participant as if he/she were not participating in the Plan. The amounts previously retained by the Board and interest thereon in accordance with clauses 3.1,3.2 and 3.3 shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence. The amount so retained shall continue to bear interest until the Leave of Absence is granted or the Participant withdraws from the Plan.

b. A Participant who has given notice in accordance with clause 7.1 may give notice to the Board advising that he/she wishes to become reinstated in the Plan, in which case, on September 1 immediately following such notice, the Participant shall be reinstated in the Plan.

* Effective on the same day as the first provincial agreement comes into effect, the first sentence of clause 5.1 will be amended to read as follows:

During a Leave of Absence the employee taking the leave shall be responsible for the cost of premiums for employee selected benefits.

** Effective on the same day as the first provincial agreement comes into effect, clause 5.1.3. will be deleted.

LEAVE OF ABSENCE AND DEFERRED COMPENSATION

MEMORANDUM OF AGREEMENT

TEACHER'S NAME: _____
Please Print

I have read the terms and conditions of the Agreement between the Board of School Trustees of School District No. 61 (Greater Victoria) and the Greater Victoria Teachers' Association setting up the Leave of Absence and Deferred Compensation Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

ENROLMENT DATE

My enrolment in the plan shall become effective for the school year commencing JULY 1, _____.

I shall take my Leave of Absence from _____yr. _____ to _____yr. _____,(not to be less than (6) six consecutive months) but I shall have the right in accordance with Clause 4.7 to postpone such a leave for up to (12) twelve months.

FUNDING OF LEAVE OF ABSENCE

In accordance with Clause 3.1, I direct that the percentage amounts as set out in this clause (not to exceed thirty-three and one third (33 1/3) per cent) be withheld from my Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year	_____%	Third Year	_____%
Second Year	_____%	Fourth Year	_____%
Or for All Years	_____%		

On one occasion in any school year, the Participant may, by written notice to the Board, alter the percentage amounts for that or any subsequent year in accordance with Clause 3.1.

RETURN TO EMPLOYMENT

I understand that I must return to employment with the board for a period of time not less than the period of leave.

Date: _____ _____
Teacher's Signature

AGREED TO BY THE BOARD:

Date: _____ _____
Associate Director, Educational Staffing
Or Designate

*****PLEASE RETURN THIS APPLICATION TO THE HUMAN RESOURCES DEPARTMENT*****

Greater Victoria School District

Greater Victoria Teachers' Association

Letter of Agreement

Greater Victoria School District and Greater Victoria Teachers' Association

Joint Professional Development Fund Financial Management

Based on three years prior history of joint fund expenditures, approximately 75% of the joint fund is spent on registration, travel costs and hotel stays, while the remaining 25% of the fund is spent on Teacher On Call (TOC) coverage. The 75% portion also includes the costs for school and local specialist associations Joint PD fund allocations.

In accordance with Article F.20.3 of the Collective Agreement, the GVSD pays 60% of the joint fund budgeted amount and the GVTA contributes 40% of the joint fund budgeted amount.

The revised agreement is as follows:

1. The GVSD will retain the TOC portion of the budget and the GVTA will pay 40% of its share of the TOC portion to the GVSD.

    a. The GVTA will provide monthly information to the GVSD about the approved TOC's which will then be reconciled with payroll data.
    b. The GVSD will provide the GVTA an annual accounting of the TOC portion of the joint fund expenditures.

2. The GVSD will transfer 60% of its share of the conference, school and local specialist association portion of the budgeted fund to the GVTA.

    a. The GVSD will transfer to the GVTA 60% of the 75% of the conference budget, less a 10% holdback by September 01 of each year.
    b. Upon finalization of Form 2003 (Teacher Assignment, Salary and Qualifications), the budget will be recalculated and adjustments made on the actual September 30th FTE teacher count.
    c. The GVTA will provide Quarterly reports to the GVSD showing teachers' approved professional development and an annual accounting of the professional development portion of the joint fund expenditures.
    d. The GVTA will approve and provide up to a maximum $300 reimbursement to schools and local specialist associations.

3. The total joint Professional Development Fund expenditures will be reviewed annually to determine if the 75%/25% budget allocation between conference and TOC costs is appropriate. Any adjustment required will be agreed upon jointly.

The new allocation of funds will commence in January, 2002, with all figures being pro-rated accordingly. A review of the processes within this Letter of Agreement will take place in June 2002 to determine success of the implementation and annually thereafter.

Signed on the "14th" of January, 2002 at Victoria, B.C.

"Keith Cameron"	"Karen Harris"
Keith Cameron, Superintendent	Karen Harris, President
Greater Victoria School District	Greater Victoria Teachers' Association

GVSD/GVTA Joint Professional Development Fund

2001/02 Fiscal Year

2001/02 Preliminary Budgeted FTE:	1,137
Plus: PRP	14
Total FTE:	1,151
Times: Budget per FTE	145
GVSD/GVTA Joint Fund 2001/02	166,895
GVSD Contribution (60%)	100,137
GVTA Contribution (40%)	66,758

Based on expenditures for the fiscal years 1999, 2000, and 2001, approximately 25% of the Joint Fund has been expended on TOC Costs with the remaining 75% going to Registration, Transportation, Accommodation and Meals

Proposed transfer of GVSD Funds to the GVTA (net estimated GVTA portion of TOC COSTS):

Total GVSD Budget for Joint Pro-D Fund	$	100,137
Less:		
100% of Estimated TOC Costs (combined GVSD/GVTA portions)	$	(41,724)
	$	58,413
10% Holdback (pending September 30 Final FTE)	$	(10,014)
Projected transfer of GVSD Funds to GVTA	$	48,400

$166,895.00 x 25% = 41,723.75

$100,137.00 x 10% = 10,013.70

The above transfer of funds accomplishes the following:

1) The GVTA will have the funds necessary to directly reimburse Teachers for Pro-D costs incurred.

2) The GVSD withholds the GVTA's portion of TOC costs, eliminating the need to recover funds during the year.

3) A reasonable allowance is withheld until the Final September 30 FTE is calculated.

Greater Victoria School District

Greater Victoria Teachers' Association

Memorandum

Personal Leave Without Pay — Article G.22.4.c

Each application for leave pursuant to Article G.22.4.c will be considered on an individual basis in accordance with its own merits.

If leave is denied under Article G.22.4.c the teacher will be provided with reasonable grounds for the denial which address the particular circumstances of the teacher's application.

On request by a teacher whose application for leave is denied, the Committee will review the circumstances and any new information supplied to it.

Signed and Dated at Victoria, the 15th day of May, 2002.