

- ABOUT US
- CAREERS
- EVENTS
- EMPLOYEE GROUPS**
- PUBLICATIONS
- RESOURCES
- RESEARCH
- OH&S
- BENEFITS

- Teachers
- Support Staff
- Exempt Staff
- Sectoral Issues

Teacher Collective Agreement

Important Note: Final edit and approval pending.

Provincial Collective Agreement 2001 - 2004

Common Provincial Provisions

BETWEEN

**B.C. Public School Employers' Association
("BCPSEA")**

as:

Bargaining agent for all the school boards
and authorities established under the *School Act*

AND:

**British Columbia Teachers' Federation
("BCTF")**

on behalf of:

All employees included in the bargaining unit established
under the *Public Education Labour Relations Act* (PELRA)

School District No..... (.....)

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

and:

The Teachers' Association/Union
(The "Local")


Effective July 1, 2001 to June 30, 2004

**[See Table of Contents for Collective Agreement provisions,
including Letters of Understanding and Letter of Intent.](#)**

Teacher Collective Agreement Archive

- [PCA 1998 - 2001](#) (Provincial Collective Agreement)
- [LoU and MoA](#)
(Letters of Understanding/Memoranda of Agreement relevant
to Provincial Collective Agreements)

Copyright 2002 British Columbia Public School Employers' Association



British Columbia
Public School Employers'
Association



pca



Section A

The Collective Bargaining Relationship

Article A.1: Term, Continuation and Renegotiation

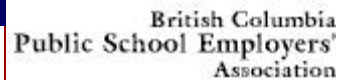
In this Collective Agreement, "**Previous Collective Agreement**" means the Collective Agreement constituted under the *Public Education collective Agreement Act*, S.B.C 1998, c.41, that was in effect between the parties for the period July 1, 1998 to June 30, 2001, including any amendments agreed to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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2001 to June 30, 2004. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a collective agreement for the subsequent period.
2. In the event that a new collective agreement is not in place by June 30, 2004, the terms of this Collective Agreement are deemed to remain in effect until that date on which a new agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition is amended or modified by or under the Education Services Collective Agreement Act or in accordance with this Collective Agreement.
4. a. If employees are added to the bargaining unit established under section 5 of the Public Education Labour Relations Act during the term of this Collective Agreement, the parties shall negotiate the terms and conditions that apply to those employees.

- b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- 5.
 - a. Changes in those local matters agreed to by a local union and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to paragraph (b) below.
 - b. A local union and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
 - ii. The parties may agree to another designation which is consistent with Public Education Labour Relations Act.

CLOSE WINDOW





British Columbia
Public School Employers'
Association



pca



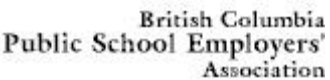
Section A

The Collective Bargaining Relationship

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 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.

[CLOSE WINDOW](#)



British Columbia
Public School Employers'
Association



pca



Section A

The Collective Bargaining Relationship

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

[CLOSE WINDOW](#)





Section A

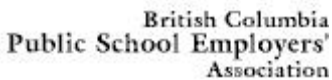
The Collective Bargaining Relationship

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.

Copyright 2002 British Columbia Public School Employers' Association

[CLOSE WINDOW](#)



British Columbia
Public School Employers'
Association



pca

Section A

The Collective Bargaining Relationship

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 Clause 1 and 2 above, in order to attend meetings that occur during normal instructional hours. Teacher on Call costs shall be borne by the employer.
4. When a Teacher on Call is appointed to a committee referred to in Clause 1 or 2 above, and the committee meets during normal instructional hours, the Teacher on Call shall be paid pursuant to the provisions in each district respecting Teacher on Call Pay and Benefits. A Teacher on Call attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the Teacher on Call shall receive a full day's pay.

[CLOSE WINDOW](#)



Section A

The Collective Bargaining Relationship

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.

2. Steps in Grievance Procedure

Step One

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

3. Step Two

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

4. Step Three

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

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

- i. the number of representatives of each party at Step Three shall be three; 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 paragraph (4), the Local or the employer where applicable may refer a "local matters grievance", as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance". The parties shall agree upon an arbitrator within ten (10) working days of such notice.

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

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

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

9. General

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

British Columbia
Public School Employers'
Association



pca

Copyright 2002 British Columbia Public School Employers' Association

Section A

The Collective Bargaining Relationship

Article A.7: Leave for Provincial Contract Negotiations

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

[CLOSE WINDOW](#)



Section A

The Collective Bargaining Relationship

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.

Note:

This Article replaces all language on Legislative Change found in the Previous Collective Agreement. It shall apply to legislation which affects Provincial and/or Local matters.

[CLOSE WINDOW](#)

British Columbia
Public School Employers'
Association



pca

Section B
Salary and Economic Benefits

Article B.1: Salary

1. The salary grids in the Local Agreement have been revised to reflect the following general increases to salaries:

Effective July 1, 2001	2.5 % increase
Effective July 1, 2002	2.5 % increase
Effective July 1, 2003	2.5 % increase

Copyright 2002 British Columbia Public School Employers' Association


[CLOSE WINDOW](#)



Section B
Salary and Economic Benefits

Article B.2: Teacher on Call Pay and Benefits

1. All School Districts will ensure that they are in compliance with vacation provisions under the Employment Standards Act in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a Teacher on Call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A Teacher on Call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the collective agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers on Call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers on Call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50. Any and all provisions in the previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Employees who are employed as Teachers on Call shall be paid in accordance with the provisions of the previous Collective Agreement for the first three (3) days of an assignment. On the fourth consecutive and subsequent consecutive days in an assignment, an employee shall be paid 1/189 of their category classification and experience or at Category 4 Step 0, which ever is the greater amount, for each full day worked. Such payment on scale shall be retroactive to the first day of the assignment.



British Columbia
Public School Employers'
Association



Section B
Salary and Economic Benefits

**Article B.3: Salary Determination for Employees
in Adult Education**

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

School District No. 6 (Rocky Mountain)

(former S.D. 3 Kimberley)

Employers instructing adult education academic credit courses.

School District No. 36 (Surrey)

Continuing Education employees in the Adult Education High School Completion Program (credit courses) and Adult Education Academic Upgrading Programs (Adult Basic Education, General Education Development, Pre-General Education Development, Literacy and Adult Education English Language Programs).

School District No. 37 (Delta)

Employees teaching Adult Education academic programs including: High School Completion Program, Pathfinder High School Completion Program, Academic Business Education Program, General Equivalency Diploma Program, Adult Basic Education Program, Adult English as a Second Language Program, and Adult Special Education Program, in the Continuing Education Division.

School District No. 42 (Maple Ridge)

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

School District No. 79 (Cowichan Valley)

(former S.D. 66 Lake Cowichan)

pca

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs.

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

[CLOSE WINDOW](#)



British Columbia
Public School Employers'
Association



pca

Copyright 2002 British Columbia Public School Employers' Association



Section B **Salary and Economic Benefits**

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 Clause 1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

[CLOSE WINDOW](#)

British Columbia
Public School Employers'
Association



pca

Section B Salary and Economic Benefits

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 paragraph 1.b above that plan shall remain in effect for the term of the Transitional Collective Agreement.
3. The BCTF Plan shall be made available in all districts not included in Clause 2 above no later than December 31, 1996.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5.
 - a. During the implementation phase of the BCTF Plan, the Local will be responsible for disseminating information about the plan and for distributing enrollment forms or other forms that may be required to employees. Completed forms shall be processed and forwarded to the designated trustee by the employer.
 - b. Following the implementation of the BCTF Plan, the employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Following the establishment of the BCTF Plan pursuant to Clause 3 above, employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of

employment or the establishment of the BCTF Plan in a district.

8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Following the establishment of the BCTF Plan pursuant to Clause 3 above, participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Clause 3 above shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

[CLOSE WINDOW](#)



British Columbia
Public School Employers'
Association



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.

Copyright 2002 British Columbia Public School Employers' Association

pca

[CLOSE WINDOW](#)

British Columbia
Public School Employers'
Association



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.

pca

Copyright 2002 British Columbia Public School Employers' Association

[CLOSE WINDOW](#)

British Columbia
Public School Employers'
Association



pca

Section E Personnel Practices

Article E.2: Harassment/Sexual Harassment

1. General

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

2. Definitions

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

working environment; or

- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

3. Resolution Procedure

a. Step 1

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

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

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of investigation.
- iii. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the Local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

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

4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;

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

5. Training

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

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



Letter of Understanding

Re: Designation of Provincial and Local Matters

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING No. 1

The B.C. Teachers' Federation
(hereinafter called "BCTF")

AND

The B.C. Public School Employers' Association
(hereinafter called "BCPSEA")

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.

start date and, if applicable, end date;

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

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

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

NOTE: This consolidation of Letter of Understanding No. 1 (Designation of Provincial and Local Matters), including Appendices 1 and 2, includes the agreement of May 31, 1995 and all changes up to January 1, 1999.

CLOSE WINDOW

British Columbia
Public School Employers'
Association



pca

Appendix 1: Provincial Matters

[Housekeeping: Form Issues](#)
[Section A: The Collective Bargaining Relationship](#)
[Section B: Salary and Economic Benefits](#)
[Section C: Employment Rights](#)
[Section D: Working Conditions](#)
[Section E: Personnel Practices](#)
[Section F: Professional Rights](#)
[Section G: Leaves of Absence](#)

Housekeeping: Form Issues		top
3.10	Glossary for terms	
3.17	Gender - Use of Plural and Singular in Contract Language; Interpretation of Teacher Contracts and School Act	
3.4	Cover Page of Agreement - Memorandum	

Section A: The Collective Bargaining Relationship		top
Term and Renegotiation		
3.10	Glossary for terms	
3.17	Gender - Use of Plural and Singular in Contract Language; Interpretation of Teacher Contracts and School Act	
3.4	Cover Page of Agreement - Memorandum	
Legislative Change		
3.18	Legislative Change	
Recognition of the Union		
3.28	Recognition of the Union	
Membership Requirement		
3.49	Membership Requirement	
Exclusions from the Bargaining Unit		
3.8	Bargaining Unit - Exclusion From Inter - Union Liaison	
No Contracting Out		
1.32	Contracting Out, Job Security	
Local/BCTF Dues Deduction		
3.48	Dues Deduction - BCTF and Association, College Fees	
President's /Officer Release		
1.61	President's/Officer Release, Other Officers	
Management Rights		
3.21	Management Rights/Responsibilities	
Pro-D Chairperson Release		
1.79	Coordinators of Professional Development - Leave & 1.10 - Role into 10	

Release for Local, BCTF, CTF, College of Teachers and Education International Business	
1.65	Leave - Union Business, BCTF, CTF, COT; Long Term
1.66	Leave - BCTF, CTF, COT, Union Business; Short Term
Leave for Contract Negotiations	
1.57	Contract Negotiations Leave
Staff Representatives	
3.51	Representatives, School Staff
3.52	Chief Delegates, Union Staff Representatives, Representation, Due Process Right to Representation
Right to Representation	
3.52	Chief Delegates, Union Staff Representatives, Representation, Due Process Right to Representation
1.37	Suspension, Dismissal and Discipline
School Staff Committees	
3.22	Committee-School Staff, District Committees
Access to Information	
4.40	Access to Information
Staff Orientation	
1.72	Committee – School Staff, District Committees
Copy of Agreement	
1.26	Copy of Collective Agreement
Grievance Procedure	
3.2	Arbitration (sometimes included with grievance procedure)
3.11	Grievance Procedure - Board Policy
3.12	Grievance Procedure, Dispute Resolution, Natural Justice; Appeal Process for Teachers; Personnel Practices and Due Process
Expedited Arbitration	
3.7	Expedited - Arbitration
Troubleshooter	
3.13	Grievance - Troubleshooter

Section B: Salary and Economic Benefits		top
Placement on Scale		
1.75	Salary Review	
1.38	Bonus for Education Courses, Reimbursement for Non-Credit Courses	
1.75	Classification of Salary, Placement on Schedule, Letters of Permission, Placement on Schedule	
1.85	Bonus for Upgrading, Course Bonuses	
1.90	New Positions, Reclassification - Salary	
3.45	Error in Salary - Adjustments	
Category Addition		
Category Elimination		
Experience Recognition		

a. 1.40	Recognition of Experience - Salary Purposes Special Placement
Salary Scale	
Trade, Technical and Work Experience	
Increment Date	
1.43	Salary - Increments, Withholding, Dates of Extra Increments for Long Service
Part-time Employees' Pay and Benefits	
1.82	Part Time Teachers' Sick Leave and Benefits, Employment Rights -Part Time Teachers
Teachers' on Call Pay and Benefits	
1.94	Salary and Sick Leave of Substitute Teachers -Benefits
Summer School and Night School Payment	
1.86	Counsellors Working Outside School Calendar, Night School Payments, Salary - Payment for Additional Days; Not Regular School Days
Associated Professionals	
1.23	Speech Pathologists, Associated Professionals, Other Non-Teaching Employees
Positions of Special Responsibility	
1.89	Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments
Teacher in Charge	
1.2	Acting Administrators (Filling Temporarily Vacant Position)
1.89	Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments
Automobile/Travel Allowance	
1.2	Automobile Expenses
1.89	Travel Allowance
First Aid Allowance	
1.41	First Aid, First Aid Allowances, Training
Isolation Allowance	
2.6	Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
Moving/Relocation Allowance	
2.6	Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
One Room School Allowance	
2.6	Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.
1.96	Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)
Housing Assistance	

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

1.102	Loss of Personal Effects, Theft, Vandalism
Group RRSP	
3.38	Benefits - RRSP

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

Section D: Working Conditions		top
Class Size and Class Composition		
1.25	Staffing Formula, Relief Fund, Class Size, Teacher Workload, Class Composition	
1.39	ESL	
Professional Teaching Staff Formula		
1.25	Staffing Formula, Relief Fund, Class Size, Teacher Workload, Class Composition	
1.39	ESL	
1.93	Discretionary Staffing, Unique Learning Needs	
1.93	Discretionary Staffing, Special Needs Students	
4.9	Committee - Staffing Advisory	

Mainstreaming/Integration	
1.68	Integration, Mainstreaming, Special Needs Students
1.91	School Based Team - Committee, Resource Group for Assisting Teacher With Problem Solving
1.93	Discretionary Staffing, Unique Learning Needs
Hours of Work	
1.84	Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules
Preparation Time	
1.84	Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counselors Hours and Schedules
Regular Work Year for Teachers	
1.92	Regular Work Year for Teachers; School Calendar
1.104	Year Round Schools
3.46	Reports (Teacher) on Students
1.77	Anecdotal Reports for Elementary Students, Staggered Part Day Entries
1.73	Conference Days - Parent Teacher
3.50	Closure of Schools for Health or Safety Reasons
Duration of School Day	
1.84	Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules
1.77	Anecdotal Reports for Elementary Students, Staggered Part Day Entries
Supervision Duties	
1.97	Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties
Availability of Teacher on Call	
1.95	Availability of Substitute Teachers and Hiring Practices
Teacher on Call Working Conditions	
3.30	Substitute Teacher Working Conditions
Mentor/Beginning Teacher Program	
1.4	Student Teachers, Beginning Teachers, Mentorship Program
1.72	Adult Education, Storefront Schools, Satellite School Programs
Child Care for Work Beyond Regular Hours	
1.35	Day Care; Child Care
Home Education	
1.42	Home Education, Suspended Students, Hospital/Homebound Teachers
Itinerant Teachers	
1.36	Definition of Teachers, Itinerant Teachers
Space and Facilities	
1.110	Space and Facilities

Non-traditional Worksites	
1.3	Adult Education, Storefront Schools, Satellite School Programs
Correspondence Courses	
1.33	Correspondence Courses
Technological Change	
3.31	Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation
Hearing and Medical Checks	
1.105	Medical Examinations, Tests, Screening for TB; Medical Tests - Hearing
Services to Teachers	
1.107	School Services to Teachers, Like Translation
Inner City Schools	
2.9	Use of Inner City School Funds

Section E: Personnel Practices		top
Definitions		
1.36	Definition of Teachers, Itinerant Teachers	
Posting Vacant Positions		
1.74	Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions	
3.23	Posting Procedures - Filling	
3.32	Posting & Filling Vacant Positions - School Reorganization	
1.101	Board Initiated Transfers, Involuntary Transfers	
1.30	Creation of New Positions	
3.25	General Provisions for Transfer	
3.34	Teacher Initiated Transfer - Voluntary	
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	
NOTE: Re: Selection of Administrative Officers, See Addendum B.		
Offer of Appointment to the District		
1.74	Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions	
Positions and Assignments - referenced to Definition		
Non-sexist Environment		
3.16	Non Sexist Environment	
Sexual Harassment		
3.15	Harassment - Sexual; Personal Harassment	
Harassment		

3.14	Harassment of Teachers
Falsely Accused Employee Assistance	
2.4	Falsely Accused Employee
Parental Complaints	
3.39	Complaints - Public
Violence Prevention in Schools	
3.47	Acts of Violence Against Teachers
Criminal Record Checks	
1.111	criminal record checks
Resignation	
3.44	Employee Terminating Employment

Section F: Professional Rights		top
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	
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	
Professional Days (Non-Instructional)		
1.70	Non-Instructional Days	
School Accreditation		
1.1	Assessment, Accreditation (Elementary & Secondary)	
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		top
Sick Leave		
1.63	Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave	
12.7	Medical Leave - Preauthorized Travel for Medical Services Leave	
Maternity and Parental Leave and S.U.B. Plan		
1.18	Maternity Supplemental Unemployment	
1.108	Maternity Leave	
1.09	Parental Leave - Short Term	
Short Term Paternity Leave and Adoption Leave		

1.46	Adoption Leave
1.60	Paternity Leave
Jury Duty and Appearances in Legal Proceedings	
1.56	Jury Duty Leave, Witness
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
Bereavement/Compassionate Leave	
1.48	Bereavement Leave
1.53	Compassionate Leave
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
Discretionary Leave	
1.54	Short Term - Leave, Discretionary; General; Personal
Leave for Elected Office and Community Service	
1.49	Community Service; Search and Rescue Leave
1.51	Election Leave, Political Leave
WCB Leave With Pay	
1.21	WCB
1.67	Worker's Compensation - Leave
Early Retirement Incentive Plan - separate from B	
Leave of Absence Incentive Plan	
1.47	Absence Incentive Plan - Leave
Religious Holidays	
1.62	Religious Holiday - Leave
Leave to Attend Retirement Seminars	
1.112	Leave to Attend Retirement Seminars
Leave for Communicable Disease	
1.63	Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave

Leave for Conference Participation	
1.113	Leave for Conference Participation
Leave for Competitions	
1.55	International Amateur Competition, Sports Competition Leave
Leave for Visiting Exchange Teachers (needs broader title)	
1.59	Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment
Leave for University Convocations (needs broader title)	
1.64	Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves
Leave for Blood, Tissue and Organ Donations	
1.63	Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave
Miscellaneous Leaves with cost	
1.58	Other - Leave
1.106	Committee - Detached Duty

[CLOSE WINDOW](#)

British Columbia
Public School Employers'
Association



pca

Appendix 2: Local Matters

[Housekeeping: Form Issues](#)

[Section A: The Collective Bargaining Relationship](#)

[Section B: Salary and Economic Benefits](#)

[Section D: Working Conditions](#)

[Section E: Personnel Practices](#)

[Section F: Professional Rights](#)

[Section G: Leaves of Absence](#)

Housekeeping: Form Issues		top
4.37	Glossary for Terms	
3.17	Cover Page of Agreement - Memorandum	
4.21	Preamble, Introduction, Objects, Statement of Purpose	
4.22	Purpose of Contract	

Section A: The Collective Bargaining Relationship		top
Local Negotiation Procedures		
4.1	Abeyance of Contract	
Recognition of Union		
4.39	Recognition of Union	
Access to Worksite		
4.2	Access to Worksite	
Use of School Facilities		
4.30	Use of Facilities	
Bulletin Board		
4.6	Bulletin Board	
Internal Mail		
4.15	Internal Mail	
Access to Information		
4.40	Access to Information	
Teachers' Assistants (NOTE: See also Addendum C)		
4.29	Aides, Volunteers, Teacher Assistants	

Section B: Salary and Economic Benefits		top
---	--	---------------------

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

Section D: Working Conditions		top
Extra-curricular Activities		
3.11	Extra-curricular	
Staff Meetings		
4.28	Meetings – Staff	
Hazardous Materials		
Health and Safety		
4.26	No Smoking – Smoke Free Environment	
Health and Safety Committee		
4.14	Accident Prevention Committee; Health and Safety Committee	
Hazardous Materials		
Student Medication and Medical Procedures		
1.68	Integration, Mainstreaming, Special Needs Students Specific to Student Medication and Medical Procedures	
Local Involvement in Board Budget Process		
4.5	Committee - Finance Board Budget - Union Involvement, School Funds	
Teacher Involvement in Planning New Schools		
4.27	Computer Purchase Plan; Construction of New Schools (Teacher Input) Equipment, Utilization, Supplies	

Section E: Personnel Practices		top
Personnel Files		
4.20	Personnel Files	
School Act Appeals		
4.25	Appeal by Students/Parents Under <i>School Act</i>	
Board Policy		
4.0	Board Policy - Commercialism in Schools; Input into Board Policy	
No Discrimination		
2.4	Discrimination	
Race Relations		
4.33	Multiculturalism; Race Relations	
Gender Equity		
4.36	Gender Equity	
NOTE: Re: Selection of Administrative Officers, see Addendum B.		

Section F: Professional Rights		top
---------------------------------------	--	---------------------

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

Section G: Leaves of Absence		top
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.		

[CLOSE WINDOW](#)



Letter of Understanding

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

The following electronic version is for informational purposes only.
The printed version remains the official version.

**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.

October 25, 1995.

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

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

[CLOSE WINDOW](#)



Letter of Understanding

Addendum B To Letter of Understanding No. 1 Appendix 1 and 2

The following electronic version is for informational purposes only.
The printed version remains the official version.

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 11th day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

Copyright 2002 British Columbia Public School Employers' Association

lou and moa

[CLOSE WINDOW](#)



Letter of Understanding

Addendum C to Letter of Understanding No. 1 Appendix 1 and 2

The following electronic version is for informational purposes only.
The printed version remains the official version.

Professional Development and Teacher Assistants

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

→ **Teacher Assistants**

Teacher Assistants language shall, for all purposes, remain as a local matter pursuant to the Letter of Understanding signed between the parties as at May 31, 1995 save and except that language which concerns the use of teacher assistants as alternatives for the reduction of class size and/or the pupil/teacher ratio shall be designated as a provincial matter.

→ **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.

Date: April 23, 1997

For BCTF:
"R. Worley"

For BCPSEA:
"K. Halliday"

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

CLOSE WINDOW

British Columbia
Public School Employers'
Association



Letter of Understanding

Addendum D to Letter of Understanding No. 1 Appendix 1 and 2

The following electronic version is for informational purposes only.
The printed version remains the official version.

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.

Date: October 7, 1997

For BCTF:
"R. Worley"

For BCPSEA:
"K. Halliday"

lou and moa

CLOSE WINDOW

Copyright 2002 British Columbia Public School Employers' Association

British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Concerning Implementation of Article E.2

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING No. 2

The B.C. Public School Employers' Association
(hereinafter called "BCPSEA")

AND

The B.C. Teachers' Federation
(hereinafter called "BCTF")

Concerning Implementation of Article E.2

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

1. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
 - a. Step One of the Resolution Process in Article E.2 shall be solely an attempt to mediate the complaint;
 - b. Any and all discussions at Step One shall be completely off the record and will not form part of any record;
 - c. Only the complainant, respondent, and administrative officer shall be present at Step One meetings;
 - d. No discipline of any kind would be imposed on the respondent; and
 - e. The BCTF and its Locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at Step One.
2. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of #1 above, it shall be written up and signed by both. Only the

lou and moa

complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made..

3. In the circumstances where a respondent has acknowledged responsibility pursuant to #2 above, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.
4. The form of a complaint at Step Two should include specific behaviours which form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.

Dated this 14th day of March 1997.

Original signed by:
"Alice McQuade"
BCTF President

Original signed by:
"Sherida Harris"
BCPSEA

[CLOSE WINDOW](#)





Letter of Understanding

Re: School District Housing - Local Joint Committees

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING No. 3

**The B.C. Public School Employers' Association
(hereinafter called "BCPSEA")**

AND

**The B.C. Teachers' Federation
(hereinafter called "BCTF")**

School District Housing - Local Joint Committees

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

Dated November 22, 2001.

For the BCTF:
"I. Lanzinger"

For the BCPSEA:
"J. R. Davis"

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

[CLOSE WINDOW](#)

British Columbia
Public School Employers'
Association



loa and moa

**Letter of Understanding/
Memorandum of Agreement**

**Re: Class Size Variation under Article D.2.9 -
Conrad Elementary School**

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING/ MEMORANDUM OF AGREEMENT

BETWEEN

Prince Rupert District Teachers' Union

AND

The British Columbia Teachers' Federation (BCTF)

AND

**The Board of School Trustees of School District No. 52
(Prince Rupert)**

AND

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

**Class Size Variation under Article D.2.9 -
Conrad Elementary School**

Due to special circumstances within the primary class at Conrad Elementary School taught by Andrew Braid, the class size will be varied to 23 students.

A remedy will be provided to the teacher in the form outlined below:

One day of teacher release time in each month, beginning October 2001, continuing as long as there is an additional student in the class. The time is to be used by the teacher in consultation with the principal for additional preparation or professional development purposes.

The remedy is contingent upon agreement by the government to fund the remedy under Article D.2.9 (b) ii "in the event that the district can demonstrate, to the satisfaction of the local, that all trust funds have been allocated,; provision of additional resources from any K-3 of a non-enrolling trust fund surplus held by the government such that the class size maximum can be achieved;"

This agreement is without prejudice and precedent.

Signed and Dated: March 1, 2002

For:
Prince Rupert District Teachers' Union
The Board of School Trustees of School District No. 52 (Prince Rupert)
The B.C. Teachers' Federation
The B.C. Public School Employers' Association

Copyright 2002 British Columbia Public School Employers' Association

CLOSE WINDOW



British Columbia
Public School Employers'
Association



Letter of Agreement

Re: Class Size Variation - Mackenzie Elementary School

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF AGREEMENT

BETWEEN

Prince George District Teachers' Association

AND

The British Columbia Teachers' Federation (BCTF)

AND

**The Board of School Trustees of School District No. 57
(Prince George)**

AND

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

Class Size Variation - Mackenzie Elementary School

Due to special circumstances within the primary class at Mackenzie Elementary School taught by Conrad Turner, the class size will be varied to 23 students.

A remedy will be provided to the teacher in the form outlined below:

One day of teacher-on-call relief time in each of May and June 2002, as long as there is an additional student in the class. The time is to be used by the teacher in consultation with the principal for additional preparation purposes.

This agreement is without prejudice and precedent.

Signed and Dated: April 25, 2002

For:
Prince George District Teachers' Association
The Board of School Trustees of School District No. 57 (Prince George)
The B.C. Teachers' Federation
The B.C. Public School Employers' Association

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

CLOSE WINDOW



Letter of Understanding

Re: Layoff Severance Recall

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

Coast Mountains School District (No. 82)

AND

Terrace District Teachers' Union

Layoff Severance Recall

The parties parties to this letter of understanding agree that a teacher's right to recall under Article 49.5(a) is subject to the hiring priority bands in Article 47.2(d). For clarity, the Board will not offer recall to candidates from the recall list until the rights of all eligible candidates in hiring priority bands 47.2(d)(i), 47.2(d)(ii), 47.2(d)(iii) and 47.2(d)(iv) have been dealt with.

Signed and Dated: April 10, 2002

For:

- The Coast Mountains School District
- The B.C. Teachers' Federation
- The Terrace District Teachers' Union
- The B.C. Public School Employers' Association

Agreement to this plan is Without Prejudice to continued BCTF opposition to reduction in services to students and reduction in force of BCTF workers.

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

[CLOSE WINDOW](#)



British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Payroll Savings Plan

The following electronic version is for informational purposes only.
The printed version remains the official version.

lou and moa

LETTER OF UNDERSTANDING
BETWEEN
The B.C. Public School Employers' Association
(hereinafter called "BCPSEA")
AND
The B.C. Teachers' Federation
(hereinafter called "BCTF")
AND
Central Okanagan Teachers' Association

Payroll Savings Plan

The parties agree that the following will be the Payroll Savings Plan for teachers in School District #23 (Central Okanagan).

1. 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;
 - b. Notify the Board through its Payroll Department, in writing using the prescribed form, no later than June 14, 2002 that they wish to participate in the plan;
 - c. Notify the Board through its Payroll Department, in writing by June 14 if they do not wish to continue in the Payroll Savings Plan in the following year.
2. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary over ten (10) months from September to June. The Board shall deduct a monthly Payroll Savings Plan contribution calculated at 16.67% of net pay, deducted from the mid-month and month-end pay.
3. For July and August of each calendar year the amount held in each teacher's account with the Royal Bank of Canada's Trusteed Deposit Services, including all interest earned to June 30, will be paid by the Board in four equal payments, to the

employee's primary bank account on file in the Payroll Department records. The four equal payments will occur on July 15th and 31st, and August 15th and 31st. If any of these four days are non-banking days, the payment will be made on the last banking day preceding these dates.

4. The interest earned in July and August will be retained by the Board for administrative costs.
5. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions unless they have resigned from the District, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with 1(c).
- 6.. The board will make teachers aware of the Payroll Savings Plan option with the commencement packages.

This letter shall be in effect from September 1, 2002 to August 31, 2003, at which time it will expire unless renewed by mutual agreement of all parties concerned.

Dated at the City of Kelowna, Province of British Columbia this 22nd day of May, 2002.

Original signed per:
B.C. Public School Employers' Association (BCPSEA)
School District No. 23 (Central Okanagan)
B.C. Teachers' Federation (BCTF)
Central Okanagan Teachers' Association

[CLOSE WINDOW](#)





Letter of Understanding

Re: Middle Schools

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

**The Board of School Trustees of School District No. 67
(Okanagan Skaha)**

AND

Okanagan Skaha Teachers' Union

Middle Schools

PURPOSE

Effective July 1, 1999 to June 30, 2001, the parties agree that notwithstanding the terms and conditions of the Transitional Collective Agreement, as it applies to School District No. 67, the following terms and conditions will apply to School District #67 Middle Schools.

1. Article B.7.0 Positions of Special Responsibility

The Board has created the position of Team Leader which is equivalent to a Department Head - Level 2.

2. Article D.5.0 Duration of School Day

Middle Schools shall be considered "secondary schools" with the following conditions:

- a. the duration of the school day will not exceed 6 hours and 5 minutes inclusive of:
 - i. five hours and twenty minutes of instructional time which shall be inclusive of time allotted for homework, students to change classes, breaks; and
 - ii. a regular lunch intermission

3. Article D.3.0 Hours of Work

Each full-time teacher shall be entitled to one preparation period of 48 minutes per timetable cycle. Part-time teachers shall receive preparation time pro-rated according to their teaching assignment.

Dated this 20th day of may, 1999, on behalf of: _____

Original signed by:
The Board of School District No. 67 (Okanagan Skaha)
Okanagan Skaha Teachers' Union
B.C. Public School Employers' Association (BCPSEA)
B.C. Teachers' Federation (BCTF)

CLOSE WINDOW



British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Teachers on Call

The following electronic version is for informational purposes only.
The printed version remains the official version.

**LETTER OF UNDERSTANDING
Without Prejudice
BETWEEN
School District No. 74 (Gold Trail)
AND
Gold Trail Teachers' Association**

Teachers on Call

The parties agree that notwithstanding the provisions of Clause B.06 (a) of the Transitional Collective Agreement for School District No. 74 (Gold Trail) that for the 1999-2000 school year, a Teacher-on-Call assigned for the either the morning or afternoon session at the following schools shall be paid a percentage of a full days wages as indicated:

	Morning Call Out	Afternoon Call Out
Ashcroft Secondary	70%	30%
David Stoddart Secondary	80%	20%
Lytton Elementary	70%	30%

The parties agree that Teachers-on-Call assigned to a morning or an afternoon session and utilized for only a portion of that session shall be paid for the full morning or afternoon session as noted above.

Signed and dated: January, 2000.

For:
The Board of School Trustees
The Gold Trail Teachers' Association
The B.C. Public School Employers' Association
The B.C. Teachers' Federation

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

CLOSE WINDOW



British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Teachers' Payroll Savings Plan

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

**The B.C. Public School Employers' Association
(hereinafter called "BCPSEA")**

AND

School District No. 45 (West Vancouver)

AND

**The B.C. Teachers' Federation
(hereinafter called "BCTF")**

AND

WVTA Teachers' Association

Teachers' Payroll Savings Plan

The parties agree that the following will be the Payroll Savings Plan for teachers in School District #45 (West Vancouver).

1. 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 appointments, or a limited duration contract from September to June of a complete school year.
 - b. Notify the Board through its Payroll department, in writing using the prescribed form, no later than November 1, 1999 that they wish to participate in the plan. For initial enrollment in wnsuing years, notification must be received no later than 4:30 p.m. on the Friday following the first day of school in September.
 - c. Notify the Board through its Payroll Department, in writing by June 30th if they do not wish to continue in the Payroll Savings Plan in the following year.
2. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
 - a. For September to June:
 - i. Monthly Payroll Savings Plan contributions, calculated at 5%, 10%, 15% or 20% of monthly net pay(as requested by the teacher) will be deducted in equal amounts from the mid-month advance month-end pay.
 - ii. Mid-month advance and month-end pay is determined in accordance with the Collective Agreement, less the Payroll Savings Plan contribution described in 2(a)(i) above.
 - iii. The Payroll Savings Plan contribution will be deposited into a seperate account for each teacher participating in the plan in accordance with the terms and conditions of the Royal Bank of Canada's Trusteed Deposit Services Agreement.

lou and moa

- b. For July and August:
- i. The amount held in each teacher's account with the Royal Bank of Canada's Trusteed Deposit Services, including all interest earned to June 30, will be paid by the Board in four equal payments, to the employee's primary bank account on file in the Payroll Department records. The four equal payments will occur on July 15th, July 31st, August 15th, and August 31st. If any of these four days are non-banking days, the payment will be made on the last banking day preceding these dates.
 - ii. The interest earned in July and August will be retained by the Board for start-up and maintenance costs.
3. All payments will be made to the same bank account as the regular month-end payment of salary.
 4. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions unless they have resigned from the District, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with 1(c). The Board will notify Plan participants no later than May 31st each year of the June 30th deadline for the withdrawal from this plan.
 5. The board will make new teachers aware of the Payroll Savings Plan option when they sign their contract at the School Board Office on the date of their hire. All current teachers will be made aware of the Payroll Savings Plan option by May 31st of each year for the subsequent year.

This letter shall be in effect from November 01, 1999 to August 31, 2001, at which time it will expire unless renewed by mutual agreement of all parties concerned.

Original signed for:
School District No. 45 (West Vancouver)
The West Vancouver Teachers' Association
B.C. Teachers' Federation (BCTF)
B.C. Public School Employers' Association (BCPSEA)

[CLOSE WINDOW](#)



British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Teachers' Payroll Savings Plan

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

**The B.C. Public School Employers' Association
(hereinafter called "BCPSEA")**

AND

School District No. 57 (Prince George)

AND

**The B.C. Teachers' Federation
(hereinafter called "BCTF")**

AND

Prince George and District Teachers' Association ("PGDTA")

Teachers' Payroll Savings Plan

1. 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 appointments, or a limited duration contract from September to June of a complete school year.
 - b. Notify the Board through its Payroll department, in writing using the prescribed form that they wish to participate in the plan. Notification must be received no later than 4:30 p.m. on the Friday following the first day of school in September.
 - c. Notify the Board through its Payroll Department, in writing by June 30th if they do not wish to continue in the Payroll Savings Plan in the following year.
2. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
 - a. For September to June:
 - i. Mid-month advance as determined in accordance with Article 34.3 of the Working Document of the Collective Agreement
 - ii. Monthly Payroll Savings Plan contribution calculated at 16% of net pay, deducted at the end of each month. The Payroll Savings Plan contribution will be deposited into a separate account for each teacher participating in the plan in accordance with the Terms and Conditions of the financial institution's Trusteed Deposit Services Agreement.
 - iii. Month-end payment of the teacher's regular salary less the Payroll Savings Plan contribution described in ii) above.
 - b. For July and August:

The amount held in each teacher's account with the financial institution's Trusteed Deposit Services, included all interest earned, will be paid by the Board in four equal payments, to

lou and moa

- i. the employee's primary bank account on file in the Payroll Department records. The four equal payments will occur on July 15, July 31, August 15, and August 31. If any of these four days are non-banking days, the payment will be made on the last banking day preceding these dates.
3. All payments will be made to the same bank account as the regular month-end payment of salary.
4. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions unless they have resigned from the district, been granted a leave of absence for the remainder of the school year or been terminated. Other withdrawals from the plan would be in accordance with 1(c).
5. The board will make teachers aware of the Payroll Plan option when they sign their contract at the Central Administration office on the date of their hire.
6. A one-time start up fee will be payable by each plan participant to the financial institution. The amount of the fee will be determined through negotiations with the financial institution.

Original signed by:
The Board of School Trustees of School District No. 57 (Prince George)
The Prince George and District Teachers' Association
B.C. Teachers' Federation (BCTF)
B.C. Public School Employers' Association (BCPSEA)

[CLOSE WINDOW](#)



British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Teachers' Payroll Savings Plan

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

**The B.C. Public School Employers' Association
(hereinafter called "BCPSEA")**

AND

School District No. 61 (Greater Victoria)

AND

**The B.C. Teachers' Federation
(hereinafter called "BCTF")**

AND

Greater Victoria Teachers' Association ("GVDTA")

Teachers' Payroll Savings Plan

The parties agree that the following will be the Payroll Savings Plan for teachers in School District No. 61:

1. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible of 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 using the prescribed form, no later than June 30th if they do not wish to continue in the Payroll Savings Plan the following year.
2. 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 instalments 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.

lou and moa

3. All payments will be made by direct deposit to the bank, credit union or trust company of the employee's choice.
4. 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 1(c).
5. 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.
6. 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.

This letter shall be in effect from September 1, 2002 to June 30, 2004 at which time it will expire unless renewed by mutual agreement of all parties concerned.

Original signed by:
School District No. 61 (Greater Victoria)
Greater Victoria Teachers' Association
B.C. Teachers' Federation (BCTF)
B.C. Public School Employers' Association (BCPSEA)

[CLOSE WINDOW](#)





lo and moa

Memorandum fo Agreement
Re: Article B.11 Vehicle Allowance

The following electronic version is for informational purposes only.
The printed version remains the official version.

MEMORANDUM OF AGREEMENT

BETWEEN

**North Vancouver Teachers' Association
(The Association)**

AND

**The British Columbia Teachers' Federation
(BCTF)**

AND

**The Board of School Trustees of
School District No. 44 (North Vancouver)
(The Board)**

AND

**The B.C. Public School Employers' Association
(BCPSEA)**

Mid Contract Modification to: Article B.11 Vehicle Allowance

1. The Board and the Association agree that Article B.11 VEHICLE ALLOWANCE of the 1998-2001 Provincial and Local Matters Collective Agreement shall be replaced by the Mid-Contract Modifications which is attached to this Memorandum of Agreement.
2. The Board and the Association agree that the Mid-Contract Modification to Article B.11 VEHICLE ALLOWANCE will come into effect retroactive to July 1, 2000 and shall remain in force until such time as the Mid-Contract Modification is replaced by provincially negotiated provisions.

Signed and dated: February 7, 2001

For:
 North Vancouver Teachers' Association
 The B.C. Teachers' Federation
 The Board of School Trustees of School District No. 44
 The B.C. Public School Employers' Association

Copyright 2002 British Columbia Public School Employers' Association

[CLOSE WINDOW](#)

British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Workforce Adjustment Program

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

Arrow Lakes Teachers Association

AND

**The British Columbia Teachers' Federation
(BCTF)**

AND

**The Board of School Trustees of
School District No. 10 (Arrow Lakes)
(The Board)**

AND

**The B.C. Public School Employers' Association
(BCPSEA)**

Workforce Adjustment Program

The parties agree that a workforce adjustment plan as outlined in the attached plan will be offered to employees in School District No. 10 (Arrow Lakes) covered by the collective agreement between the B.C. Teachers' Federation and the B.C. Public School Employers' Association.

This letter is without prejudice and precedent to any other school district and/or any other school year.

This letter shall be in effect until June 30, 2002 at which time it will expire.

For:

- Arrow Lakes Teachers Association
- The B.C. Teachers' Federation
- The Board of School Trustees of School District No. 10
- The B.C. Public School Employers' Association

Agreement to this plan is Without Prejudice to continued BCTF opposition to reduction in services to students and reduction in force of BCTF workers.

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

[CLOSE WINDOW](#)

British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Workforce Adjustment Program

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

Vernon Teachers Association

AND

**The British Columbia Teachers' Federation
(BCTF)**

AND

**The Board of School Trustees of
School District No. 22 (Vernon)
(The Board)**

AND

**The B.C. Public School Employers' Association
(BCPSEA)**

Workforce Adjustment Program

The parties agree that an early retirement incentive as outlined in the attached plan will be offered to employees in School District No. 22 (Vernon) covered by the collective agreement between the B.C. Teachers' Federation and the B.C. Public School Employers' Association.

This letter is without prejudice and precedent to any other school district and/or any other school year.

This letter shall be in effect until June 30, 2002 at which time it will expire.

Dated: April 24, 2002

For:
Vernon Teachers Association
The B.C. Teachers' Federation
The Board of School Trustees of School District No. 22
The B.C. Public School Employers' Association

Agreement to this plan is Without Prejudice to continued BCTF opposition to reduction in services to students and reduction in force of BCTF workers.

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

[CLOSE WINDOW](#)



British Columbia
Public School Employers'
Association



Letter of Understanding
Re: Workforce Adjustment Program

The following electronic version is for informational purposes only.
The printed version remains the official version.

lou and moa

LETTER OF UNDERSTANDING
BETWEEN
Vancouver Teachers' Federation
(The Local)
AND
The British Columbia Teachers' Federation
(BCTF)
AND
The Board of School Trustees of
School District No. 39 (Vancouver)
(The Board)
AND
The B.C. Public School Employers' Association
(BCPSEA)

Workforce Adjustment Program

The parties agree that a workforce adjustment program as outlined in the attached Appendix "A" will be offered to employees of the Board covered by the collective agreement between the B.C. Teachers' Federation and the B.C. Public School Employers' Association.

This plan contained in Appendix "A" is a one-time agreement and is without prejudice or precedent to any other school district and/or any other school year. Agreement to this plan by the VTF/BCTF does not represent or imply any change in the VTF/BCTF's position that there should be no reductions in services to students or reductions in the number of bargaining unit members employed by the Board.

The parties have agreed (on a without prejudice and without precedent basis) that for the purpose of the Career Transition

Incentive Plan and the Enhanced Early Retirement Plan outlined in Appendix "A", the term "active service" shall be defined as including only employees who have been **in receipt of pay from the Board, for at least one day worked**, during the 2001/2002 school year. Notwithstanding this definition, the following groups of VTF employees shall be deemed to have been in active service for the purposes of Appendix "A".

- Employees on secondment;
- Employees on educational leave;
- Employees on deferred salary leave.

Employees on personal leave for the 2001/2002 school year shall be deemed not to be active service employees for the purposes of Appendix "A".

This letter shall be in effect until June 30, 2002 at which time it will expire.

Signed and dated: June 3, 2002 (without prejudice to Art. 1.C 2)

For:
Vancouver Teachers' Federation
The B.C. Teachers' Federation
The Board of School Trustees of School District No. 39
The B.C. Public School Employers' Association

[CLOSE WINDOW](#)



British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Workforce Adjustment Program

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

Maple Ridge Teachers' Association

AND

**The British Columbia Teachers' Federation
(BCTF)**

AND

**The Board of School Trustees of
School District No. 42 (Maple Ridge - Pitt Meadows)
(The Board)**

AND

**The B.C. Public School Employers' Association
(BCPSEA)**

Workforce Adjustment Program

The parties agree that an early retirement incentive as outlined in the attached plan will be offered to employees in School District 42 (Maple Ridge - Pitt Meadows) covered by the collective agreement between the B.C. Teachers' Federation and the B.C. Public School Employers' Association.

This letter is without prejudice and precedent to any other school district and/or any other school year.

This letter shall be in effect until June 30, 2002 at which time it will expire.

For:
Maple Ridge Teachers' Association
The B.C. Teachers' Federation
The Board of School Trustees of School District No. 42
The B.C. Public School Employers' Association

Agreement to this plan is Without Prejudice to continued BCTF opposition to reduction in services to students and reduction in force of BCTF workers.

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

CLOSE WINDOW

British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Workforce Adjustment Program

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

North Vancouver Teachers' Association

AND

**The British Columbia Teachers' Federation
(BCTF)**

AND

**The Board of School Trustees of
School District No. 44 (North Vancouver)
(The Board)**

AND

**The B.C. Public School Employers' Association
(BCPSEA)**

Workforce Adjustment Program

The parties agree that a workforce adjustment program as outlined in the attached plan will be offered to employees in School District 44 (North Vancouver) covered by the collective agreement between the B.C. Teachers' Federation and the B.C. Public School Employers' Association.

This letter is without prejudice and precedent to any other school district and/or any other school year.

This letter shall be in effect until June 30, 2002 at which time it will expire.

For:
North Vancouver Teachers' Association
The B.C. Teachers' Federation
The Board of School Trustees of School District No. 44
The B.C. Public School Employers' Association

Agreement to this plan is Without Prejudice to continued BCTF opposition to reduction in services to students and reduction in force of BCTF workers.

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

[CLOSE WINDOW](#)

British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Workforce Adjustment Program

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

Central Coast Teachers' Association

AND

**The British Columbia Teachers' Federation
(BCTF)**

AND

**The Board of School Trustees of
School District No. 49 (Central Coast)
(The Board)**

AND

**The B.C. Public School Employers' Association
(BCPSEA)**

Workforce Adjustment Program

The parties agree that an early retirement incentive as outlined in the attached plan will be offered to employees in School District 49 (Central Coast) covered by the collective agreement between the B.C. Teachers' Federation and the B.C. Public School Employers' Association.

This letter is without prejudice and precedent to any other school district and/or any other school year.

This letter shall be in effect until June 30, 2002 at which time it will expire.

For:
Central Coast West Teachers' Association
The B.C. Teachers' Federation
The Board of School Trustees of School District No. 49
The B.C. Public School Employers' Association

Agreement to this plan is Without Prejudice to continued BCTF opposition to reduction in services to students and reduction in force of BCTF workers.

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

CLOSE WINDOW



Letter of Understanding

Re: Workforce Adjustment Program

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

Nicola Valley Teachers' Union

AND

**The British Columbia Teachers' Federation
(BCTF)**

AND

**The Board of School Trustees of
School District No. 58 (Nicola-Similkameen)
(The Board)**

AND

**The B.C. Public School Employers' Association
(BCPSEA)**

Workforce Adjustment Program

The parties agree that an early retirement incentive as outlined in the attached plan will be offered to employees in School District 58 (Nicola-Similkameen) covered by the collective agreement between the B.C. Teachers' Federation and the B.C. Public School Employers' Association.

This letter is without prejudice and precedent to any other school district and/or any other school year.

This letter shall be in effect until June 30, 2002 at which time it will expire.

For:
Nicola Valley Teachers' Union
The B.C. Teachers' Federation
The Board of School Trustees of School District No. 58
The B.C. Public School Employers' Association

Agreement to this plan is Without Prejudice to continued BCTF opposition to reduction in services to students and reduction in force of BCTF workers.

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

CLOSE WINDOW



Letter of Understanding

Re: Workforce Adjustment Program

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

Princeton District Teachers' Union

AND

**The British Columbia Teachers' Federation
(BCTF)**

AND

**The Board of School Trustees of
School District No. 58 (Nicola-Similkameen)
(The Board)**

AND

**The B.C. Public School Employers' Association
(BCPSEA)**

Workforce Adjustment Program

The parties agree that an early retirement incentive as outlined in the attached plan will be offered to employees in School District 58 (Nicola-Similkameen) covered by the collective agreement between the B.C. Teachers' Federation and the B.C. Public School Employers' Association.

This letter is without prejudice and precedent to any other school district and/or any other school year.

This letter shall be in effect until June 30, 2002 at which time it will expire.

For:
Princeton District Teachers' Union
The B.C. Teachers' Federation
The Board of School Trustees of School District No. 58
The B.C. Public School Employers' Association

Agreement to this plan is Without Prejudice to continued BCTF opposition to reduction in services to students and reduction in force of BCTF workers.

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

CLOSE WINDOW



Letter of Understanding

Re: Workforce Adjustment Program

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

Kamloops/Thompson Teachers Association

AND

**The British Columbia Teachers' Federation
(BCTF)**

AND

**The Board of School Trustees of
School District No. 73 (Kamloops/Thompson)
(The Board)**

AND

**The B.C. Public School Employers' Association
(BCPSEA)**

Workforce Adjustment Program

The parties agree that an early retirement incentive as outlined in the attached plan will be offered to employees in School District No. 73 (Kamloops/Thompson) covered by the collective agreement between the B.C. Teachers' Federation and the B.C. Public School Employers' Association.

This letter is without prejudice and precedent to any other school district and/or any other school year.

This letter shall be in effect until June 30, 2002 at which time it will expire.

For:
Kamloops/Thompson Teachers Association
The B.C. Teachers' Federation
The Board of School Trustees of School District No. 73
The B.C. Public School Employers' Association

Agreement to this plan is Without Prejudice to continued BCTF opposition to reduction in services to students and reduction in force of BCTF workers.

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

[CLOSE WINDOW](#)

British Columbia
Public School Employers'
Association



Letter of Understanding

Re: Workforce Adjustment Program

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF UNDERSTANDING

BETWEEN

Vancouver Island West Teachers' Association

AND

**The British Columbia Teachers' Federation
(BCTF)**

AND

**The Board of School Trustees of
School District No. 84 (Vancouver Island West)
(The Board)**

AND

**The B.C. Public School Employers' Association
(BCPSEA)**

Workforce Adjustment Program

The parties agree that a workforce adjustment program as outlined in the attached plan will be offered to employees in School District 84 (Vancouver Island West) covered by the collective agreement between the B.C. Teachers' Federation and the B.C. Public School Employers' Association.

This letter is without prejudice and precedent to any other school district and/or any other school year.

This letter shall be in effect until June 30, 2002 at which time it will expire.

For:
Vancouver Island West Teachers' Association
The B.C. Teachers' Federation
The Board of School Trustees of School District No. 84
The B.C. Public School Employers' Association

Agreement to this plan is Without Prejudice to continued BCTF opposition to reduction in services to students and reduction in force of BCTF workers.

lou and moa

Copyright 2002 British Columbia Public School Employers' Association

CLOSE WINDOW

British Columbia
Public School Employers'
Association



Letter of Intent

Re: BCTF/BCPSEA School District Housing - Provincial Committee

The following electronic version is for informational purposes only.
The printed version remains the official version.

LETTER OF INTENT

**The B.C. Public School Employers' Association
(hereinafter called "BCPSEA")**

AND

**The B.C. Teachers' Federation
(hereinafter called "BCTF")**

BCTF/BCPSEA School District Housing - Provincial Committee

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

Dated November 22, 2001.

For the BCTF:
"I. Lanzinger"

For the BCPSEA:
"J. R. Davis"

[CLOSE WINDOW](#)

Copyright 2002 British Columbia Public School Employers' Association

loi and moa

British Columbia
Public School Employers'
Association



Memorandum of Agreement

Re: PCA Article A.1.6 Terms of Inclusion - Nurses

The following electronic version is for informational purposes only.
The printed version remains the official version.

MEMORANDUM OF AGREEMENT

BETWEEN

New Westminster Teachers' Union (NWTU)

AND

**The B.C. Teachers' Federation
(hereinafter called "BCTF")**

AND

**The Board of School Trustees of
School District No. 40 (New Westminster) (The Board)**

AND

**The B.C. Public School Employers' Association
(hereinafter called "BCPSEA")**

PCA Article A.1.6 Terms of Inclusion - Nurses

Whereas the Labour Relations Board on March 12, 2001 granted a variation in the certification of the BCTF to include all nurses employed by the Board;

The parties agree to establish terms and conditions of employment for those employees as follows:

1. The Collective Agreement as it relates to employees in School District No. 40 (New Westminster) shall specifically apply as indicated in this Letter. The following articles shall apply in full unless limited to specific clauses by reference:

Section A: Collective Bargaining Relationship

- All but A.8 (Teachers' Assistants)

Section B: Salaries and Benefits

- B.6 Increment Dates
- B.11 First Aid
- B.12 Mileage Allowance
- B.15 Benefits, Premiums, Deductions
- B.16 General Benefits Entitlements
- B.17 Benefit Payments on Death
- B.18 UIC Rebate
- B.19 RRSP
- B.21 Joint Committee

Section C: Employment Rights

- C.1 Employment on Cont. Contract
- C.6 Resignation

lou and moa

- C.7 Part Time Pay, Benefits, Rights
C.7.4, .5, .6, .7, .9, .10, & .12
- C.9 Vandalism of Teachers' Vehicles
- C.12 Indemnification
- C.13 Staff Orientation

Section D: Working Conditions

- D.5 Regular Work Year (.1 & .3 only)
- D.11 Local U Involvement in Board Budget Process
- D.12 Policy Changes by Board
- D.13 Health and Safety
- D.14 Hazardous Materials

Section E: Personnel Practices

- E.1 Non-Sexist Environment
- E.2 Harassment/Sexual Harassment
- E.3 No Discrimination
- E.6 Personnel Files
- E.8 Falsely Accused Employee

Section G: Leaves

- G.1 Sick Leave
 - G.2 Partial Leave
 - G.7 Emergency - Family Illness
 - G.8 WCB Leave with Pay
 - G.9 Bereavement
 - G.10 Leave for Elective Office (.1 only)
 - G.11 Jury Duty, Legal Proceedings
 - G.14 Extenuating Circumstances (G.14.1 & G.14.1.2)
 - 10.1 Letters of Understanding 3, 4, and 5 shall not apply to Community Education
 - 10.2 New Letters of Understanding
 - LOU 2 Harassment/Sexual Harassment
- Articles not listed above do not apply.

2. The parties agree that the provisions of the Employment Standards Act shall apply with respect to Pregnancy and Parental Leaves of Absence; Statutory Holidays; and Vacation.

3. Benefits

- 3.2 Medical, Dental, Extended Health, and Group Life Insurance benefits shall be provided pursuant to Articles B 15, 16, and 17 and C.7.9.
- 3.3 Nurses shall remain under the Municipal Employees' Pension Plan.

4. Salary and Pay Provisions

- 4.1 Nurses shall be paid on an hourly basis, according to the wage schedule in 3.2, which shall be increased by the same percentage negotiated for the balance of the bargaining unit.
- 4.2 Wage Schedule:

Years of Experience	1	2	3	4	5	6
	21.4	22.64	23.76	24.73	25.54	26.5

(Placement of current employees is year 6)

4.3 Experience Credit:

Experience credit shall be granted in for professional employment as a nurse in a school district, hospital, clinic or government funded agency. Employment shall be deemed to be equivalent to one full work year as follows:

4.3.1 For school district employment, ten (10) months;

4.3.2 For other employment, twelve (12) months.

4.4 Qualification Differential:

4.4.1 A nurse who has received a Baccalaureate Degree in Nursing shall receive an additional allowance of one hundred dollars (\$100) per month, prorated for part time employment.

4.4.2 A nurse who has a valid Industrial First Aid Certificate, and is designated by the Board as a First Aid Attendant shall receive an allowance consistent with Article B.11.1. (currently \$0.75 per hour)

4.5 Pay Periods:

Nurses shall be paid on an hourly basis, every two weeks for time worked, or otherwise provided under the collective agreement.

5. Hours of Work

5.1 The hours of operation of the Medical Room shall be 6.5 hours per day. A nurse's scheduled workday shall include one 15-minute paid coffee break and a 30-minute unpaid lunch break.

5.2 Coffee and lunch breaks may be combined into a 45-minute break commencing at 11:00 a.m. should the employee wish to do so. A nurse, who is required to deal with an emergency situation during the lunch break, will take the lunch break later.

5.3 Time beyond Regular Hours of Work:

5.3.2 Unexpected medical situations will be dealt with as necessary and the additional time required will be paid at the regular hourly rate.

5.3.3 A nurse who is unable to complete necessary administrative records during the normal work day, may report up to one half (1/2) hour earlier the next working day in order to complete same and will be paid at the regular hourly rate for that nurse.

5.3.4 If a nurse is required to attend a meeting which takes place outside the hours of operations of the Medical Room, the time required for such attendance shall be paid at the regular hourly rate for that nurse.

5.3.5 Where additional duties cannot be performed during a nurse's scheduled hours of work, any additional time required shall be scheduled in consultation with the nurse.

5.4 Where the operation of the Medical Room and/or the provision of other nursing services is provided by more than one (1) employee, relief or additional coverage shall be as agreed between the nurses and approved by the employer.

5.5 The hours of operation referenced in 5.1 may be altered by mutual agreement of the Union and the Board. Mutual agreement shall not be unreasonably withheld.

6. Layoff & Seniority Rights

6.1 Both parties recognize that job security shall increase in

proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority.

- 6.2 Employees who are laid off shall be notified one month prior to the layoff. If the Board fails to give one month's notice, the employee shall receive one month's pay in lieu of notice.
- 6.3 Severance pay shall be calculated at:
- 6.3.1 6.3.1 the rate of ten (10) days for each full year of service to a maximum of four hundred (400) days, or
- 6.3.2 6.3.2 at the rate of ten (10) days for each year of service and paid out according to the appointment and grid placement of the nurse at the time of the layoff to a maximum of four hundred (400) days, whichever is greater.

Note: On a one time basis for the nurses currently employed at the time of signing this memorandum of agreement, severance pay shall be based on a 6.5 hour day and the appointments shall be rounded off as .5 and 1.0 for Betty McIntosh and Debora McInnes respectively.

- 6.4 The employee may choose to receive severance pay:
- 6.4.1 in one lump sum within thirty (30) days of termination; or
- 6.4.2 in monthly installments of ten (10) percent of the total amount payable; or
- 6.4.3 some other manner mutually agreed by the employee and the Board.
- 6.5 Re-employment:
- 6.5.1 Should the Board decide to reopen the Medical Room within 12 months of termination, a nurse who has been laid off shall have the first option of re-employment.
- 6.5.2 An employee who has elected to receive severance and who is subsequently rehired shall retain any severance payment received. In such case, the calculation of years of service shall commence with the date of rehire.

7. The terms of this agreement become effective as of the date of signing of this Letter of Understanding, except as agreed by the NWTU and the Board.

Signed on this date: June 21, 2001

Original signed by:
 New Westminster Teachers' Union (NWTU)
 The Board of School Trustees of School District No. 40 (New Westminster)
 B.C. Teachers' Federation (BCTF)
 B.C. Public School Employers' Association (BCPSEA)

British Columbia
Public School Employers'
Association



Memorandum of Agreement

Re: PCA Article A.1.5 Terms of Inclusion - New Westminster
Association of Community Educators

The following electronic version is for informational purposes only.
The printed version remains the official version.

MEMORANDUM OF AGREEMENT

BETWEEN

New Westminster Teachers' Union (NWTU)

AND

**The B.C. Teachers' Federation
(hereinafter called "BCTF")**

AND

**The Board of School Trustees of
School District No. 40 (New Westminster) (The Board)**

AND

**The B.C. Public School Employers' Association
(hereinafter called "BCPSEA")**

PCA Article A.1.5 Terms of Inclusion - New Westminster Association of Community Educators

Whereas the Labour Relations Board on or about August 3, 2000, declared that the BCTF is the successor trade union to the New Westminster Association of Community Educators (NWACE) and varied the certification granted to NWACE by substituting the name of the BCTF as the bargaining agent;

The parties agree to jointly apply to the Labour Relations Board to have the certification for teachers and instructors of the community education branch, consolidated with the provincial teacher bargaining unit for which the BCTF is certified.

The parties agree to amend the collective agreement between BCTF and BCPSEA as indicated and to establish terms and conditions of employment for those employees as follows:

1. The Collective Agreement between BCTF and BCPSEA as it relates to employees in School District No. 40 (New Westminster) shall apply in full except where specifically noted, or as amended by this letter.
2. **Preamble**
 - 2.1 New clause 1.5 Definitions shall be added as attached.
 - 2.2 New Letter of Understanding Re. CE Philosophy shall be added as attached.
3. **Section A: Union Security**
 - 3.1 A reference in the Working document, Article A.1.6, is corrected as attached.
 - 3.2 Article A.9 shall be modified for Community Education with the Letter of Understanding titled, Re: Article 9 Community

ou and moa

Education - Purpose Society.

3.3 Article A.22 (Internal Mail) shall be modified as attached.

3.4 New Article A.25 as attached. (Community Education - Contract Management Committee)

4. Section B: Salaries and Benefits

4.1 New Clause B.1.7 as attached. (Community Education - Continuing and Temporary Teachers)

4.2 New clause B.1.8 as attached. (Community Education - Night School and Summer School Teachers)

4.3 New clause B.4.5 and B.4.6 as attached.

4.4 Article B.6 shall be amended with the addition of new clause B.6.4 as attached

4.5 Clause B.8.1 shall be amended as attached.

4.6 New clause B.13.6 as attached.

Note: (B.13 and B.14 are also subjects of separate MCM to follow. These clauses will be amended once that has been signed off.)

5. Section C: Employment Rights

5.1 New clause C.1.1.3 as attached.

5.2 Article C.2 shall be amended to include the note and new clause as attached.

5.3 A new Letter of Understanding titled, Re C.2, Seniority, Layoff, Severance and Recall, shall govern employees in Community Education until August 2, 2002.

5.4 New clause C.2.2.7 as attached

5.5 Clause C.8.3 shall be amended by adding C.8.3.3 as attached. (*No record of agreeing to change C.8.3.2 as suggested by NWTU in Oct 30 document*)

6. Section D: Working Conditions

6.1 Articles D.1 and D.2 shall not apply to employees in Community Education except as provided in the Letter of Understanding titled, Realignment of Community Education Programs.

6.2 Clause D.3.1 shall be amended as attached.

6.3 New clauses D.4.5 and D.5.4 shall be added as attached.

6.4 Article D.8 shall be amended with the addition of new clause D.8.1.3 as attached.

6.5 Article D.9 shall only apply as provided in new clause D.9.8, attached.

6.6 Clause D.15.1 shall be amended as attached.

6.7 New article, D.17 Copyright shall apply.

7. Section E: Personnel Practices

7.1 Clause E.4 will apply to employees in Community Education after the interim period referenced in 7.2 below. (See also new Letter of Understanding re C.2 for provisions in the interim period.)

7.2 E.10 shall be amended to include the note for the Interim period (attached) and reference to the LOU re Posting and Filling (attached).

7.3 E.11.1 - Amend E.11.1.4 as attached.

7.4 New article E.12 as attached.

8. Section F: Professional Rights

8.1 New article F.6 as attached.

9. Section G: Leaves

9.1 Clause G.9.2 shall be amended as attached.

9.2 New Article G.18 Secondment as attached.

10. Letters of Understanding

10.1 Letters of Understanding 3, 4, and 5 shall not apply to Community Education

10.2 New Letters of Understanding

- Re Article A.9 Contracting out and Community Education
- Re Article C.2 Seniority, Layoff, Severance and Recall
- Re Interim Posting and Filling Provisions
- Re Realignment of Community Education Programs
- Re Realignment of K-12 Programs
- Re Community Education - Philosophy, Direction and Professional Role

11. The terms of this agreement become effective as of the ratification of this Letter of Understanding, except as agreed by the NWTU and the Board.

Signed on this date: February 12, 2001

Original signed by:
New Westminster Teachers' Union (NWTU)
The Board of School Trustees of School District No. 40 (New Westminster)
B.C. Teachers' Federation (BCTF)
B.C. Public School Employers' Association (BCPSEA)

CLOSE WINDOW

