

**2010 – 2013 COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BCTF EXECUTIVE COMMITTEE**

**AND**

**CEP LOCAL 464**

CA 2010 – 2013 BCTF/CEP Local 464  
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This agreement is made between

The Executive Committee of the British Columbia Teachers' Federation for and on behalf of the British Columbia Teachers' Federation (hereinafter called the "Federation")

and

The Communication, Energy and Paperworkers' Union, Local 464 (hereinafter called the "Union").

## **1. Article 1--Definitions**

- 1.1 Appointment: is the full time or specified part-time employment on a continuing or term basis.
- 1.2 Position: is a set of principal duties or programs(s) within a designated division.
- 1.3 Assignment: is the specific work within a given position.
- 1.4 "Necessary Qualifications" in respect of an administrative position means a reasonable expectation, based on training, education, or experience of an employee that the employee will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- 1.5 For purposes of Article 5, dealing with the internal posting and filling, "necessary qualifications" in respect of an administrative position means a reasonable expectation based on training, education, experience, or skills of an employee that the employee will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- 1.6 "Retiree" means a former employee who:
  - a. is at least 55 years old;
  - b. has ten (10) or more years of service with the Federation;
  - c. is in receipt of a pension immediately upon termination and provides evidence of that pension.
- 1.7 "Seniority" means an employee's aggregate length of service on the administrative staff of the Federation, inclusive of service under term appointment and part-time service and any periods of time in which the employee retains rights to recall under Article 13 – Staff Security – Seniority – Severance Pay.
  - 1.7.1 For purposes of this agreement, seniority shall be counted from the effective date of employment as specified in each letter of appointment.
  - 1.7.2 For the purposes of this clause, leaves of absence in excess of one month shall not count toward aggregate length of service with the Federation, except:
    - a. pregnancy leave;
    - b. parenthood leave;

- c. birth/adoption leave;
- d. education leave (paid and unpaid);
- e. long-term sick leave (inclusive of time on LTD);
- f. leave for work with CTF, other teacher organizations or Unions, DND, Project Overseas or CUSO;
- g. jury duty.

1.8 "Partner" means one person designated by the employee for the purposes of all benefits under this agreement:

- a. to whom the employee is lawfully married; or
- b. who is a person of either sex with whom an employee has cohabited continuously for the preceding year.

## **2. Article 2--Application of Agreement**

2.1 The Federation recognizes the Union as the sole and exclusive bargaining agent for negotiation and administration of all terms and conditions of employment of all administrative staff employed by the Federation.

2.2 The Union recognizes the right of the Federation to manage, direct and control affairs of the Federation, as stated in the constitution and bylaws of the Federation and subject to this collective agreement.

2.2.1 Such rights shall be exercised fairly, reasonably and in a non-discriminatory manner.

2.3 All administrative staff shall, as a condition of employment, become and remain members of the CEP Local 464.

2.3.1 The Federation shall require all new administrative staff employees, at the time of hiring, to complete and sign a Union application form and an assignment of fees form.

i. The Union shall supply the appropriate forms.

ii. Completed membership forms shall be forwarded to the Union not later than fifteen (15) days following the commencement of employment or earlier wherever possible.

2.3.2 Hereinafter a member of the Union shall be called "an employee."

2.4 The Federation shall notify the Union of any new position and submit to the Union a written job summary of the duties of the new position.

2.5 Any position that is currently included in the bargaining unit shall not be excluded or removed from the bargaining unit without the agreement of the parties.

- 2.6 When the Federation creates a position intended to be excluded from both bargaining units, it will meet with the Union to discuss reasons for exclusion of the position.
- 2.6.1 Exclusions shall be determined on the basis that the primary functions of the position are to exercise confidential responsibilities in relation to the interests of the Federation.
- 2.6.2 If the parties cannot agree that the position should be excluded or included, the matter shall be referred to an arbitrator as per clauses 44.4 and 44.5 of this agreement.
- 2.7 The Federation agrees to deduct from the salary of all employees covered by this agreement an amount equal to the fees of the Union according to the scale established pursuant to its constitution and by-laws, and any levies similarly established, and shall remit the same to the Union within one month of the deduction.

### **3. Article 3--Term of Agreement**

- 3.1 The term of this collective agreement shall be January 1, 2010 to December 31, 2013
- 3.2 The parties agree that not less than four (4) months preceding the expiry of this agreement, they shall commence collective bargaining in good faith with the object of renewal or revision of this agreement and the concluding of a collective agreement for the subsequent period.
- 3.3 In the event that the parties are unable by the expiry date of this agreement to conclude a collective agreement for the subsequent period, the parties agree that the terms and conditions of employment provided for in this agreement will continue to apply until a subsequent agreement is reached, and without prejudice to the provisions of the new agreement.

### **4. Article 4--Negotiation Procedure**

- 4.1 Notice to negotiate a renewal or revision of this collective agreement shall be made by either party giving notice to the other in writing not later than August 31 of the year in which the agreement is to expire.
- 4.1.1 Each party shall inform the other in writing of the name of the chairperson of its negotiating committee prior to October 15 in every year.
- i. Where such information is not exchanged, the president of the Federation and the president of the Union will be responsible for receiving information and acting on behalf of the Federation and Union respectively.
- 4.2 Negotiations to renew or revise the collective agreement shall commence within 30 days of receipt of the notice referred to in clause 4.1.

## 5. Article 5--Appointment, Classification and Assignment

- 5.1 The appointment and classification of employees shall be made by the Federation, subject to the provisions of the collective agreement.
- 5.2 All employees shall have job descriptions which describe the duties they are to perform.
- 5.2.1 Job descriptions shall be prepared by the executive director or designate in consultation with the employee and shall be reviewed biennially.
- i. Amendments to job descriptions may be made as a result of such reviews, or when changes to the job assignment are made by the Federation.
  - ii. Such job descriptions will be provided to the Union whenever prepared or modified.
- 5.3 Any change in work methods, organization, operations or processes which affects one or more employees shall not be introduced until the Union has been consulted and afforded a reasonable opportunity to respond.
- 5.3.1 When significant change involving divisional restructuring occurs, consultation shall be initiated by written notice from the Federation to the Union at least forty-five (45) days prior to the date on which the change is to be implemented. Such notice shall include a description of the proposed change and an identification of employees likely to be affected.
- 5.3.2 Upon the request of the Union, the parties shall meet to discuss the proposed changes and to attempt to resolve any problems arising from implementation of the changes.
- 5.4 Any employee who, pursuant to Article 5, is the successful applicant for a position created by reorganization has the right to retraining for the new position, if needed, and the costs of retraining shall not be a charge against professional development funds provided under Article 38 – Staff Training and Education.
- 5.5 If certain duties and responsibilities of an employee are discontinued and later restored, the employee who had been performing said duties and responsibilities shall be given prior consideration for inclusion of those duties and responsibilities in his/her job description.
- 5.6 Employees who, through reorganization, lose their classification as director, shall retain their current responsibility allowance, in dollars, for one year.
- 5.7 An employee voluntarily terminating his/her employment with the Federation shall provide thirty (30) days' notice.
- 5.8 An employee who is reassigned or reclassified and twelve (12) months from that date remains dissatisfied with the action may, within two additional months, give notice to terminate employment as set out in clause 5.7 and receive a settlement in accordance with



the provisions of clause 13.8.1; or the employee may retire, in which case Article 22 - Retirement Benefits shall apply.

5.8.1 An employee who receives a settlement under this provision shall have no further claim except for the benefits accruing as a Retiree.

5.8.2 The total length of time from reassignment or reclassification to termination of employment shall not exceed fifteen months.

**5.9 Term and Continuing Appointment**

5.9.1 The positions in the bargaining unit, other than those continuing positions already excluded from the count by the Executive Committee motion (lawyers, media relations officer, treasurer) shall be designated as follows:

<b>Division</b>	<b>Term</b>	<b>Continuing</b>
Communications/Campaign	1	2
Field Service Division	5	6
Income Security Division	3	3
Professional and Social Issues	5	5
Research and Technology Division	0	1
Totals	14	17

5.9.2 No employee's appointment status is affected by the designation of positions pursuant to this agreement.

5.9.3 The number of continuing positions shall not drop below 50%.

5.9.3.1 The number of continuing positions within a division may be up to one (1) less than the number of term positions in the division.

5.9.4 The Federation will designate all positions as either term or continuing consistent with the balance outlined in 5.9.3 above. Such designations may be reviewed and modified as necessary provided that they are consistent with the balance outlined in 5.9.3 above.

**5.10 Posting Vacant Positions**

5.10.1 A vacancy shall be defined as a position which is:

5.10.2 Vacated by the incumbent upon; retirement, resignation, completion of a term, or leave of absence which is reasonably known to be in excess of 16 weeks;

5.10.2.1 created as a result of the application of Article 7 Part-Time Assignments;

5.10.2.2 newly created by the Federation subject to this agreement;

5.10.2.3 arising as a result of reorganization;

- 5.10.2.4 Created as a result of the application of clause 13.4.1. Pre-Layoff Canvas;
- 5.10.2.5 or, the result of a decision to create a continuing appointment.
- 5.10.3 The Federation shall inform the union of its intentions regarding vacated positions.
- 5.10.4 A vacancy does not include the reassignment of employees within a division or department, where the employees have the same or similar assignment.
- 5.10.5 All vacancies that the employer intends to fill must be posted.
- 5.10.6 Nothing in this provision shall be intended to:
  - 5.10.6.1 prevent the Employer from downsizing the number of administrative staff employed by the Federation;
  - 5.10.6.2 prevent the Employer from designating a position to be filled by a continuing appointment; or
  - 5.10.6.3 require the Employer to post a position vacated by a continuing appointment as a position to be filled by a continuing appointment.
- 5.10.7 Postings shall be provided to all employees for a period of five (5) working days prior to any external advertising.
- 5.10.8 It shall be the responsibility of the employee to provide a current postal or e-mail address or a fax number.
- 5.10.9 Postings for vacant positions shall include:
  - 5.10.9.1 identification of the position; including its principal duties;
  - 5.10.9.2 start date and, if applicable, end date;
  - 5.10.9.3 closing date of applications; and
  - 5.10.9.4 the necessary qualifications as defined in clause 1.5.
- 5.10.10 All employees are eligible to apply for vacancies, except for applicants and outside applicants applying for term positions who have been on a term appointment continuously totalling four years, two months and which will terminate or has terminated fewer than twelve months prior to the commencement date of a posted four-year term vacancy.
- 5.10.11 Notwithstanding Article 5.10.10 above, employees with continuing appointments will not have the right to apply for posted term positions.

## **5.11 Filling Vacant Positions**

5.11.1 When a position to be filled by a term appointment is posted filling shall be done in the following order of priority:

5.11.1.1 Applicants who hold term appointments of less than four years, two months pursuant to clause 6.3, shall be selected by seniority provided they have the necessary qualifications as defined in clause 1.5. Should the vacant position be for a term which would result in an applicant's term extending beyond four years, two months the applicant will fill the portion of the position which would result in the applicant reaching a maximum of four years and two months, then

5.11.1.2 Outside applicants who have not held a four year, two months term position which terminated fewer than twelve (12) months prior to the commencement date of a posted position to be filled under this article.

5.11.2 Other than the position of divisional director, when a position to be filled by a continuing appointment is posted, filling shall be in the following order of priority:

5.11.2.1 applicants who have continuing appointments shall be selected by seniority provided they have the necessary qualifications as defined in clause 1.5; then

5.11.2.2 all other applicants.

## **6. Article 6--Term Appointments**

6.1 Term appointments shall exist:

- a. to fill a vacancy created by a leave of absence;
- b. to fill a temporarily existing position;
- c. to fill other positions so designated by the Federation;
- d. to fill a vacancy existing under Article 7 - Part-Time Assignment.

6.2 Term appointments for positions shall be for four years and two months consecutively.

6.2.1 Nothing in this agreement shall prevent an employee from applying for any continuing position with the Federation.

6.3 Term appointments may be for fewer than four (4) years:

- a. when a temporary vacancy occurs as a result of leave of absence of an employee;
- b. when a temporarily existing position is created by the Federation;
- c. when an employee commences employment during the school year and wishes to return to teaching at the beginning of a subsequent school year;

- d. when the Federation and the Union agree that a particular appointment should be for a period less than four years.

6.4 Employees unable to obtain leave for the full term of the appointment shall not be denied the appointment.

6.5 Article 28 - Educational Leave, of this collective agreement shall not apply to employees on term appointment.

6.6 In the event that an employee's term appointment, including any extension thereof, expires and he/she is subsequently appointed to a continuing appointment, the effective date of such continuing appointment shall be deemed to be the initial date of term appointment for the purposes of calculating service under this collective agreement.

6.7 In anticipation of the return and/or upon the return to a teaching position a term employee in an appointment of three years or greater shall be entitled to:

- a. upon presentation of receipts, payment of fees for a course or courses up to a maximum of \$500.00; and at the discretion of the employee,
- b. during the first four (4) months of the return to teaching up to ten days of teacher on call time; or
- c. during the final four (4) months of her/his term, for the purpose of visiting classrooms and/or schools in preparation for return to teaching, eight (8) days of release at full salary; or
- d. a combination of teacher on call time and release time for school and/or classroom visits not to exceed eight (8) days.
- e. Subject to prior approval, one (1) return trip and the cost of one overnight lodging to be paid for the purposes of interviews, returning to a position, visiting schools or other work-sites associated with return to district. Term employees working in the municipalities listed in clause 19.1.2 are exempted from this clause.

## **7. Article 7--Part-Time Assignments**

7.1 Full-time continuing employees, may, without prejudice to their full-time continuing position, request to:

- a. work 50% of the normal work week, or
- b. take a leave of absence of six (6) months.

7.2 The Federation, subject to the following provisions, shall not unreasonably refuse any such request.

7.3 No more than two continuing employees may be on part-time assignments at any given time.

- 7.3.1 This provision does not include any employee who is on less than full-time assignment for medical reasons, nor does it preclude the Federation from accommodating additional requests for part-time assignment.
- 7.4 Assignments will be a minimum of one (1) calendar year and up to a maximum of four (4) calendar years.
- 7.4.1 If any employee requests a change to part-time assignment the Federation will endeavour to accommodate the request.
- 7.5 The scheduling of the part-time assignment under clause 7.1 shall be determined by the Federation following consultation with the employee and the Union.
- 7.6 The following positions will not be eligible for part-time assignment:
- a. Treasurer
  - b. Director
  - c. Income Security
- 7.7 Article 19 – Moving & Transportation Expenses under this article apply to term employees only.
- 7.8 Employees on leave of absence under clause 7.1.b may purchase pensionable service under the Teachers' Pension Plan.
- 7.9 Notwithstanding specific provisions elsewhere in this agreement:
- a. benefits such as statutory holidays, annual vacation entitlements, annual sick leave entitlements, annual salary, birth/adoption leave, family care days and compassionate leave will be prorated, for employees outlined in clause 7.1.a;
  - b. benefits such as annual vacation entitlement and annual sick leave entitlement will be prorated for employees outlined in clause 7.1.b;
  - c. benefits under Article 23 - Health and Welfare, shall be continued during the employee's leave so long as the employee remits to the Federation the full premium cost of these benefits.
- 7.10 Employees retiring while on a part-time assignment under clauses 7.1.a or 7.1.b, and who meet the definition of Retiree under clause 1.6, will receive benefits under Article 22 - Retirement Benefits, as if they continued to be on full-time assignment.
- 7.11 If an employee dies while on part-time assignment:
- a. under clause 7.1.a, her/his designated beneficiary or estate will receive the benefits under Article 26 - Death Benefits, as if they continued to be on full-time assignment;
  - b. under clause 7.1.b, her/his designated beneficiary or estate will receive the benefits under clauses 26.1.b and 26.2 as if they continued to be on full-time assignment.

## **8. Article 8--Technological Change**

- 8.1 The Union shall have representation on the Technology Policy Committee and any other Federation committees dealing with technological change as defined by this article.
- 8.2 The term "technological change" shall mean changes introduced by the Federation in areas of automation and new equipment different in nature, type or quantity from that previously utilized.
- 8.2.1 Where such changes significantly affect the terms and conditions or security of employment of employees, or alter significantly the basis on which this agreement was negotiated, the following provisions shall apply.
- 8.3 When the Federation plans to introduce technological change it shall notify the Union as far as possible in advance of the date of introduction and update information as developments of and modifications to the plans occur.
- 8.3.1 Notwithstanding the foregoing, the Federation shall provide the Union with no less than ninety (90) days' notice in advance of the date on which the introduction of technological change is intended.
- 8.3.2 The notice shall be given in writing and shall indicate:
- a. the nature and effective date of the proposed changes;
  - b. which employees are likely to be affected by the changes;
  - c. the effects the change may be expected to have on the employees' working conditions and terms of employment.
- 8.4 When notice under clause 8.3 has been served by the Federation, the parties shall meet within forty-five (45) days to discuss and reach agreement on solutions to problems arising from this intended change.
- 8.4.1 Such solutions may include:
- a. providing training or retraining to one or more employees;
  - b. arranging for reassignment of employees to other functions or responsibilities;
  - c. entering into a letter of agreement protecting an employee or employees from anticipated adverse effects.
- 8.4.2 Costs of training or retraining under clause 8.4 shall not be a charge against professional development funds provided under Article 38 - Staff Training & Education.

- 8.4.3 If an agreement being sought under clause 8.4 is not reached by the parties, either party may refer the matter to binding arbitration under the procedures set out in clauses 44.4 and 44.5.
- 8.4.4 Until an agreement is reached under 8.4 or an award is issued under 8.4.3, the technological change shall not be introduced.

## **9. Article 9--Consultants, Secondment and Overload**

- 9.1 The Federation, after consultation with the Union, may hire consultants or second personnel for specific purposes and for specific periods of time.
- 9.1.1 These periods of time shall not exceed (fifty) 50 working days in any calendar year except with the agreement of the Union.
- 9.2 The Federation may hire personnel to cover assignment overload situations for specific restricted periods of time not to exceed twenty (20) working days in any two-month period.
- 9.3 The Federation shall provide relief staff to cover an employee who is or can reasonably be expected to be absent for fifteen (15) or more consecutive working days during the regular school year.
- 9.4 The Federation shall maintain a list of relief employees to cover employee absences.
- 9.5 Pursuant to clauses 9.2 and 9.3, the Federation shall:
- 9.5.1.1 pay a daily salary of 1/260 of step 3 of the salary schedule plus twelve per cent vacation pay; and
- 9.5.1.2 ensure that the individual's benefits and pension are maintained.
- 9.6 An employee hired pursuant to clauses 9.2 and 9.3 shall become a member of the Union.
- 9.6.1 Article 14 - Hours of Work, clauses 16.1, 20.9, Article 39 - Picket Lines, Article 40 - Health and Safety, Article 41 - Leave for Union Business, Article 44 - Grievance Procedure and Article 47 - Liability Protection only shall apply to such employees.

## **10. Article 10--Assessment, Discipline and Dismissal**

- 10.1 The Federation has the right and responsibility to ensure the efficient and effective operation of the organization on behalf of the Federation membership.
- 10.1.1 The Federation shall assess the competence, the level of performance, and the appropriateness of duties assigned to employees as it deems necessary.

- 10.1.2 An employee also may request and shall receive a formal assessment of his/her performance. A formal assessment is an appraisal of the performance of duties assigned to an employee.
- 10.2 For the purposes of assessing the performance of an employee, the following procedures shall apply:
  - 10.2.1 The assessment shall be based upon the current work of an employee and related to the current job description of the employee.
  - 10.2.2 No assessment shall be done during the first ninety (90) calendar days of an employee (a) first assuming duties with the Federation or (b) assuming altered duties as a result of an amended job description.
  - 10.2.3 A formal assessment may be initiated by the executive director or by an employee. Such initiation shall occur in writing with a copy to the Union.
  - 10.2.4 The process to be used in the assessment will be discussed fully with the employee prior to actual commencement of the assessment and no later than fifteen (15) calendar days after the letter initiating the process was received.
  - 10.2.5 The formal assessment will be completed within an additional thirty (30) calendar days.
  - 10.2.6 The executive director may consult with and receive information from other employees in assessing the performance of an employee.
  - 10.2.7 Any information considered by the executive director in the evaluation of an employee's performance must be documented in the form of a report, a copy of which shall be provided to the employee before it is completed.
  - 10.2.8 The employee will have an opportunity to review a proposed assessment report and to respond orally before it is drafted for completion.
  - 10.2.9 An employee has the right to append his/her written comments to a formal assessment report before it is completed or to any item of information in his/her personal file.
  - 10.2.10 In the event that the assessment of an employee concludes that performance problems exist, the executive director may:
    - 10.2.10.1 develop remedial programs to be undertaken by the employee;
    - 10.2.10.2 recommend in-service or retraining programs to be undertaken by the employee.
  - 10.2.11 In the event that the assessment of an employee concludes that performance is unsatisfactory, the employee may request and shall receive a review of his/her evaluation by an arbitrator.



- i. The arbitrator shall have full jurisdiction to review the assessment in respect to the process employed, the sufficiency and validity of information collected and the merits of the assessment conclusions.
- ii. Such arbitrator shall be appointed under the provisions of Article 44 – Grievance Procedure of this collective agreement and shall operate pursuant to clause 44.4 and 44.5.

10.3 The Federation shall not discipline or dismiss an employee except for just and reasonable cause.

10.3.1 Where an employee is under investigation by the Federation for any cause, the employee and the Union shall be advised in writing of that fact and of the particulars of any allegations immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation and in any event shall be notified of these matters at the earliest reasonable time.

- i. The employee and the Union shall be notified of all further particulars of new allegations as they become known to the Federation and before any action by the Federation.
- ii. The employee shall be advised of the right to be accompanied by a representative(s) of the Union at any meeting in connection with such investigation.

10.3.2 The Union shall be advised of the names of witnesses in respect of the allegation(s).

10.3.3 Unless the Union waives the right to such meeting the Federation shall not suspend or dismiss any employee unless it has, prior to taking such action, held a meeting with the employee, with the Union entitled to be present.

- i. The employee and the Union shall be given seventy-two (72) hours notice exclusive of weekends and statutory holidays.
- ii. At the request of the Union, the meeting shall be delayed for a reasonable period of time.
- iii. At the time such notice is given, the employee and the Union shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting.
- iv. The Union on behalf of the employee may file a written reply to the allegations.

- v. The employee shall be accompanied by a representative(s) appointed by the Union and they shall be entitled to:
  - a. hear and respond to evidence;
  - b. review copies of documents;
  - c. question any person presenting evidence;
  - d. call witnesses; and
  - e. make a final submission.
- vi. The decision of the Employer shall be communicated in writing to the employee and the Union within forty-eight (48) hours exclusive of weekends and statutory holidays of the Employer reaching a decision, and shall contain a complete statement of the grounds for the decision.

10.3.4 The Federation and the Union shall not release information in respect of the discipline of an employee except where the discipline has resulted in a dismissal.

10.3.5 Where an employee has been dismissed or disciplined pursuant to this article, the Union may refer the matter to arbitration pursuant to Article 44 – Grievance Procedure or expedited arbitration pursuant to the B.C. Labour Relations Code.

10.3.6 Where an employee is dismissed pursuant to this article the employee shall:

- a. have continued access to the Employee and Family Assistance Plan until the conclusion of all appeal procedures and;
- b. be entitled to the continuation of benefits as provided in Article 23 – Health and Welfare Benefits – Active Employees of this agreement for a period of one month following dismissal subject to carrier restrictions.

## **11. Article 11--Right to Representation**

- 11.1 If an employee requests union representation at a meeting with the Federation such a request will not be denied.
- 11.2 Any employee who is requested to attend any meeting which in the Federation's view, is discipline related, shall be advised that a Union representative will be present. Such notice will be provided to the Union and the employee in writing with the particulars prior to any meeting being held.
- 11.3 If a meeting becomes discipline related, the meeting shall stop and both the employee and the Union shall be advised in writing with the particulars.

## **12. Article 12--Access to Personnel Files**

- 12.1 There shall be only one personnel file for each employee. Only material related to the employment of an employee will be filed in the personnel file.
- 12.2 The Employer will provide the employee with a copy of any adverse reports, written material that is disciplinary in nature, or material critical of the employee.
- 12.3 The employee will have, upon request and in the presence of the Executive Director or designate, access to the employee's personnel file.
  - 12.3.1 The employee may be accompanied by a Union representative.
- 12.4 The employee may include written comment on the contents of the file.
- 12.5 Material containing allegations of a critical nature that have not been substantiated shall not be placed in an employee's file.
- 12.6 Adverse reports, written material of a disciplinary nature, or material critical of the employee shall be removed after an appropriate period of time not to exceed two years provided there is no similar occurrence during that time.

## **13. Article 13--Staff Security--Seniority--Severance Pay**

### **13.1 Principle of Security**

The Federation and the Union agree that increased length of service in the employment of the Federation entitles employees to commensurate increase in security of employment.

### **13.2 Seniority**

When the Seniority of two or more employees is equal pursuant to clause 1.7, the employee with the greatest continuous present employment with the Federation shall be deemed to have the greatest Seniority.

- 13.2.1 When the Seniority of two or more employees is equal pursuant to clause 13.2, preference shall be given to the employee who will best address the Federation's affirmative action policy for women, visible minorities, aboriginal peoples and disabled people.

### **13.3 Security of Employment Based on Seniority and Qualifications**

- 13.3.1 When the Federation determines that it is necessary to reduce the total number of employees employed by the organization, the employees to be retained on the administrative staff of the Federation shall be those who have the greatest Seniority, provided that they possess the Necessary Qualifications for the positions available.

13.3.2 For the purposes of this article, "layoff" includes layoff of employees on continuing contract and layoff of term contract employees prior to the end of their contract.

13.3.3 The Federation shall give each employee whom it intends to lay off pursuant to this article sixty (60) days' notice in writing, such notice to be effective at the end of a school year (June 30), and to contain the reason for the termination, and a list of the administrative staff positions, if any, in respect of which the Federation proposes to retain an employee with less Seniority.

- i. The Federation shall concurrently forward a copy of such notice to the Union.

#### 13.4 **Pre-layoff Canvass**

13.4.1 Prior to the layoff of employees under clause 13.3, the Federation shall canvass all employees to invite:

- a. early retirement as provided for in clause 1.6 and 22.1;
- b. resignation with severance as provided for in clause 13.8.1; or
- c. job sharing or time reduction proposals for a specified period of time.

13.4.2 Job sharing or time reduction proposals under clause 13.4.1(c) shall require Federation approval.

- i. The number of resignations under clause 13.4.1(b) may be limited by the Federation to no more than the number of anticipated layoffs.
- ii. In the event that there is no agreement among the employees offering their resignations under clause 13.4.1(b), then the employee(s) chosen shall be the most senior.

13.4.3 Where an employee selects an option, once confirmed in writing by the employer, such acceptance is final and binding upon the employee and the employer.

#### 13.5 **Employees' Rights of Re-engagement**

13.5.1 When a position on the administrative staff of the Federation becomes available, the Federation shall first offer re-engagement to the employee who has the most Seniority among those terminated pursuant to this article, provided that employee possesses the necessary qualifications for the available position.

- i. If that employee declines the offer, the position shall be offered to the employee with the next greatest Seniority and the necessary qualifications, and the process shall be repeated until the position is filled.
- ii. All positions shall be filled in this manner while there are remaining employees who have been terminated pursuant to this article.

iii. Except where mutually agreed by the parties to this agreement, term employees shall not be entitled to be recalled for a period that is longer than the duration of their term contract.

13.5.2 An employee who is offered re-engagement pursuant to clause 13.5.1 shall inform the Federation whether or not the offer is accepted within one week of the receipt of such offer.

13.5.3 The Federation shall allow ten (10) days from an acceptance of an offer under clause 13.5.2 for the employee to commence duties, provided that where the employee is required to give a longer period of notice to another Employer, such longer period shall be allowed for up to thirty days or longer if by mutual agreement.

13.5.4 An employee's right to re-engagement under this article is lost if:

- a. the employee refuses to accept two positions of equal or greater percentage of time for which he/she possesses the necessary qualifications; or
- b. thirty-six (36) months elapse from the time of layoff under this article and the employee has not been re-engaged; or
- c. the end date of a temporary contract held by the employee has passed; or
- d. the employee accepts severance pay pursuant to clause 13.8.

13.5.5 Clause 13.5.4(a) does not apply if at the time of such offers the employee would be entitled to maternity leave or is undertaking an educational program which is related to bargaining unit work and for which advance approval has been provided by the Federation.

13.5.6 On recall from layoff, an employee shall be entitled to a continuing appointment to the administrative staff of the Federation if he/she held a continuing appointment at the time of layoff.

i. The maintenance of continuing appointment status shall not prevent the offer and acceptance of an assignment to a position which is temporarily vacant.

ii. Acceptance of a temporarily vacant position shall:

- a. count for Seniority credit as defined in clause 1.7;
- b. count for increased benefit entitlement such as sick leave, vacation and increment entitlement;
- c. not affect a person's right to recall to a continuing appointment during the period of the term;
- d. not count as time on the recall list under clause 13.5.4(b)

13.5.7 An employee who is re-engaged from the recall list into any position and is subsequently laid off shall be entitled to a 30-month period on the recall list.

## 13.6 Sick Leave

An employee recalled pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination.

## 13.7 Benefits

13.7.1 An employee who retains rights of recall pursuant to clause 13.5.1 shall be entitled to maintain participation in all medical, dental, extended health benefits, employee assistance plan and group life insurance provided in this agreement, subject to carrier restrictions.

- i. Payment of the full cost of such benefits shall be made by the Federation.
- ii. On termination, relocation expenses will be paid pursuant to Article 19 - Moving and Transportation Expenses.

13.7.2 While on the recall list, service shall accumulate for Seniority purposes but not for the purposes of benefit entitlement such as sick leave, vacation and increment entitlement.

## 13.8 Severance Pay

13.8.1 An employee who resigns under clause 13.4.1(b) or who loses the right to reengagement under clause 13.5.4 shall receive severance pay according to the following table:

<u>Complete years of service with the BCTF</u>	<u>Percentage of current annual salary</u>
Years 1	25 per cent
2	25 per cent
3	25 per cent
4	25 per cent
5	30 per cent
6	50 per cent
7	60 per cent
8	70 per cent
9	80 per cent
10	100 per cent

plus 5% per year for each year over 10 years.

13.8.2 An employee may choose to receive severance pay in one lump sum within 30 days of termination; or in two instalments over two calendar years.

- i. The choice of payment methods and dates of payment shall be made on the date of election of severance pay and shall be irrevocable.

13.8.3 An employee who receives severance pay pursuant to this article, and who is subsequently rehired by the Federation, shall be entitled to retain all, or any portion of the severance pay; however, those years of service used to generate the severance pay that are retained by the employee may not be used for determining severance pay at the time of any subsequent termination of employment.

**14. Article 14--Hours of Work**

14.1 The normal work week for employees shall be five (5) days. An employee who works in excess of this amount shall be entitled to equivalent compensatory time off with pay.

14.2 It is the responsibility of employees to register with divisional directors or, in the case of divisional directors, to register with the executive director, days earned but not taken within thirty (30) days of being earned.

14.2.1 Employees shall have no claim for days off in lieu of days not registered.

14.2.2 Days registered shall be taken off within nine (9) months of the date registered; if not taken within nine months, such days will be cancelled and employees will have no further claim. The employee may apply to the Executive Director for an extension.

14.2.3 Copies of the registers shall be provided to the human resources department at the end of each month.

14.2.4 Employees shall provide three (3) or more working days' notice to their directors or, in the case of directors, to the executive director, of their intention to take compensatory days.

**15. Article 15--Salary Schedule**

15.1 All salaries and allowances referred to herein are in respect of a 12-month period and shall be payable biweekly.

15.1.1 Effective January 1, 2010 the Salary Grid shall be shortened from five (5) Steps to four (4) Steps.

December 31, 2009	January 1, 2010
Step 1	Not Applicable
Step 2	Step 1 ( Old Step 2 )
Step 3	Step 2 ( Old Step 3 )
Step 4	Step 3 ( Old Step 4 )
Step 5	Step 4 ( Old Step 5 )

The salary schedule effective January 1, 2010 shall be:

<b>STEP</b>	<b>Year 1 – January 1, 2010</b>	<b>Year 2 – January 2, 2011</b>
1	\$92,696	\$92,696
2	\$98,308	\$98,778
3	\$104,200	\$104,860
4	\$110,583	\$110,583

**The salary schedule effective January 1, 2012 and January 1, 2013 is to be determined as follows:**

<b>STEP</b>	<b>Year 3 – January 1, 2012</b>	<b>Year 4 – January 2, 2013</b>
1	75% of the dollar increase of the average Cat. 6 Max on Teacher Grid applied to the CEP Grid, 25% of the dollar increase of the average Cat. 6 Max on Teacher Grid applied as a lump sum payment	75% of the dollar increase of the average Cat. 6 Max on Teacher Grid applied to the CEP Grid, 25% of the dollar increase of the average Cat. 6 Max on Teacher Grid applied as a lump sum payment
2		
3		
4		

15.2 New appointees to staff shall be placed on Step 1 and shall advance beyond initial placement at the rate of one Step for each full year of service to a maximum of Step 4.

15.2.1 Appointees to staff with previous administrative staff experience shall be fully credited for all experience with the Federation and shall be placed on the appropriate Step.

15.3 Employees classified as directors shall receive a responsibility allowance of 7.0% of Step 4.

15.4 Special Allowance

15.4.1 The employer shall pay each employee a monthly special allowance equivalent to 2.5% of the monthly salary of Step 4.

15.5 No employee shall receive a reduction in salary as a result of the implementation of this collective agreement.

15.6 Lump Sum Payment

15.6.1 Effective with the date of ratification a one-time Lump Sum Payment of \$1000 shall be paid to all employees at the maximum step of the wage grid as of June 4, 2010.



## **16. Article 16--Expense Allowances**

- 16.1 Employees shall be reimbursed expenses incurred when on authorized business of the Federation, as verified by expense vouchers and in accordance with the reimbursement-of-expenses policy for members of the Federation in effect at the time the expense was incurred.
- 16.2 Effective July 1, 2010, employees required to use their personal vehicles on authorized business of the Federation shall be reimbursed at the rate of \$0.56 per km.
- 16.2.1 The mileage rate will be changed annually, effective January 1, in accordance with the preceding September, year over year, percentage change of the "Operation of Motor Vehicles" Index for British Columbia published by Statistics Canada.
- 16.3 An employee required to attend an evening session of an official B.C.T.F. function, shall be provided accommodation when requested on the same basis as for B.C.T.F. members from the metro area.
- 16.4 The additional premium cost of "business purpose" car insurance shall be reimbursed by the Federation to employees who live a distance of under 15 km from the building and who use their vehicles in the course of regularly assigned duties more than six days per month to a maximum of \$100.00 upon submission of evidence of having purchased such coverage.

## **17 Article 17--Transit Subsidy**

- 17.1 The Federation agrees to subsidize 50% of the transit costs for all employees who use public transportation to and from work according to the conditions currently set out by the "TRAC" (Transportation Alternatives) Committee.

## **18 Article 18--Payment of College Fees**

- 18.1 The Federation shall, on behalf of all employees who request to be members of the BC College of Teachers, assume the full cost of the annual fees required for membership in the college and remit the same to the college as required.
- 18.2 In the event a lapsed college member chooses to resume membership, that member shall bear the full cost of reinstatement fees.

## **19 Article 19--Moving and Transportation Expenses**

- 19.1 Subject to prior approval by the Human Resources Co-ordinator, moving and transportation expenses shall be paid to new employees hired or rehired from areas sufficiently distant from the BCTF building to require moving closer.

19.1.1 An employee may only claim moving expenses within thirty-six (36) months of the date of the original appointment except where an employee on term appointment accepts a continuing appointment and then moving expenses may be claimed within twenty-four (24) months of acceptance.

19.1.2 For the purpose of clause 19.1 the following municipalities shall be considered to be locations not sufficiently distant from the BCTF building to require moving:

Delta	New Westminster
Burnaby	West Vancouver
Port Moody	Port Coquitlam
City of North Vancouver	Coquitlam
District of North Vancouver	Richmond
Vancouver	

19.1.3 Notwithstanding 19.1.2 above, employees may claim, and shall not be unreasonably denied, moving expenses where the average driving time from home to the BCTF building during peak traffic periods is more than one (1) hour.

19.1.4 Only one move including, in the case of term appointments, return or actual relocation costs to a teaching position in any school district in British Columbia or when a term employee retires from the teaching profession when their term ends, to that term retiree's original location, or to another location with the cost not to exceed a move back to the original location, may be claimed during any one term of employment.

i. This does not apply to employees covered under clause 19.1.2.

19.1.5 A relocation claim must be made within six (6) months of the completion of the term appointment.

19.2 Subject to submission of receipts to the Director of Human Resources (Systems and Operations), expenses shall include:

19.2.1 the actual cost of moving the employee's goods including the cost of packing, unpacking, appliance servicing and insurance;

19.2.2 the actual cost of transportation for the employee, his/her Partner and children;

19.2.3 per diem expenses in accordance with clause 16.1 for adults and half rate for children and motel at actual cost for a maximum of five (5) days;

19.2.4 a sum of up to \$600 to cover legal fees;.

19.2.5 other expenses including up to three (3) months of rent in lieu of notice and/or deposits with landlords;

19.2.6 costs of cancellation, transfer, or installation fees for services and utilities involved in the relocation.

19.3 Except in unusual circumstances and subject to prior approval, all moving shall be undertaken by a unionized company.

- 19.4 All appointees shall receive written information pertaining to employment benefits, moving expenses, and other applicable employee information attached to their appointment letter.

## **20 Article 20--Holidays and Vacation**

- 20.1 Each employee shall be entitled to six (6) weeks' annual vacation during each year of employment, to be scheduled by mutual agreement.
- 20.2 Where the Federation withdraws agreement to an employee's vacation, the Federation shall compensate the employee for reasonable expenses incurred by the employee that are related to the cancellation.
- 20.3 For the purposes of this article the "vacation year" is the twelve (12) months following the employee's appointment to staff and each 12-month period thereafter.
- 20.4 If an employee leaves the employment of the Federation part-way through a vacation year, the vacation entitlement shall be prorated.
- 20.5 Employees on term appointments shall take their annual vacation during each year of their appointment except as carry-over is permitted in clause 20.6 or with agreement of the executive director may take their latest earned vacation at the termination of their employment.
- 20.6 Annual vacation may be carried over into the next vacation year provided the vacation is taken within the first six (6) months of the next vacation year.
- 20.7 Notwithstanding clause 20.1, each full-time employee (as of December 31, 2009) shall be eligible for bonus weeks in accordance with following grid:

FORMER LANGUAGE (Employees As At December 31, 2009)				CURRENT LANGUAGE					
				Effective Jan 1, 2010			Notes		
20.7	After 5 years	10 Days	( 2 Weeks)	20.7	After 5 years	5 Days	(1 Week)	A	B
					After 6 years	5 Days	(1 Week)	A	B
					After 7 Years	5 Days	(1 Week)	A	B
					After 8 Years	5 Days	(1 Week)	A	B
					After 9 Years	5 Days	(1 Week)	A	B
	After 10 Years	10 Days	( 2 Weeks)		After 10 Years	5 Days	(1 Week)	A	B
					After 11 Years	5 Days	(1 Week)	A	B
					After 12 Years	5 Days	(1 Week)	A	B
					After 13 Years	5 Days	(1 Week)	A	B
					After 14 Years	5 Days	(1 Week)	A	B
	After 15 Years	10 Days	( 2 Weeks)		After 15 Years	5 Days	(1 Week)	A	B
					After 16 Years	5 Days	(1 Week)	A	B
					After 17 Years	5 Days	(1 Week)	A	B
					After 18 Years	5 Days	(1 Week)	A	B
					After 19 Years	5 Days	(1 Week)	A	B
	After 20 Years	10 Days	( 2 Weeks)		After 20 Years	10 Days	( 2 Weeks)		C
	After 25 Years	10 Days	( 2 Weeks)		After 25 Years	10 Days	( 2 Weeks)		C
	After 30 Years	10 Days	( 2 Weeks)		After 30 Years	10 Days	( 2 Weeks)		C
	After 35 Years	10 Days	( 2 Weeks)		After 35 Years	10 Days	( 2 Weeks)		C
	Notes:								

- A. Bonus Week must be used in year earned.
- B. No current employee shall lose bonus vacation days as a result of the implementation of this clause.
- C. For current employees with continuous service of more than 20 years as of December 31, 2009 the parties will mutually agree on how to allocate an additional one (1) week per year.

- 20.7.1 Part-time employees will be eligible for bonus weeks in accordance with the grid above on a pro-rated basis.
- 20.8 In addition to any eligibility established under clause 20.7, an employee shall be eligible for an additional two weeks' vacation after twenty-five (25) years of continuous service.
- 20.8.1 Part-time employees will receive an additional one week vacation after twenty-five (25) years of continuous service.
- 20.8.2 This entitlement can be used only once in the 26th year or any subsequent year of service.
- 20.9 Employees shall be entitled to the following statutory holidays:
- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| BC Day         |                  |
- and any other statutory holidays as may be declared from time to time.
- 20.9.1 If the statutory holiday should fall on a Saturday or Sunday, the holiday shall be observed on either the Friday preceding or the Monday following, as determined by the executive director.
- 20.10 Part-Time employee's annual vacation entitlement shall be prorated and based on the rate of thirty days (30) per year for full time employees.

## **21 Article 21--Pensions**

- 21.1 Employees shall participate in the Teachers' Pension Plan provided under the Joint Trust Agreement.
- 21.1.1 The Federation and employees shall each pay the required Employer and employee contributions according to the terms of the statute and regulations that pertain and amendments thereto.

## **22 Article 22--Retirement Benefits**

- 22.1 On the date of retirement a Retiree, as defined in Clause 1.6, shall receive a retirement gratuity equal to 50 per cent of the employee's current annual salary.
- 22.1.1 All employees on staff prior to January 31, 2007, who meet the definition of retiree, are red circled and will receive the retirement gratuity in accordance with Clause 22.1 of the collective agreement.

22.1.2 Continuing and term employees on staff prior to January 31, 2007, with four (4) or more years service with the Federation, who retire from the Federation with less than ten (10) years of service, shall receive an ERIP payment equal to 3.0% per year of service with the Federation, and may access the benefits available under Article 22 by paying 100% of the premiums.

**22.2** Employees hired after January 31, 2007 upon retirement from the Federation shall receive a retirement gratuity equal to 1.5% of annual salary for each year of FTE service with the Federation. Employees hired after January 31, 2007 upon retirement from the Federation may access the benefits available under Article 22 by paying 100% of the premiums.

### **22.3 Medical Services Plan**

Employees on staff prior to January 31, 2007, who meet the definition of retiree, and current retirees shall be red circled and will remain eligible for this benefit from the BCTF. Employees hired after January 31, 2007 may choose to go on the BCTF medical services plan at their cost.

22.3.1 Normal coverage shall be provided under the Medical Services Plan of British Columbia (MSP).

22.3.2 The full cost of medical coverage shall be paid by the Federation for employees on staff prior to January 31, 2007 and current retirees as of January 31, 2007. Employees hired after January 31, 2007 may choose to go on the BCTF medical services plan at their cost.

22.3.3 The Retiree may elect either single, couple or family coverage.

22.3.4 In the event of the Retiree's death, single coverage will be made available to the Partner.

22.3.5 Where MSP coverage is provided by a pension plan, the Retiree will seek coverage through that plan and will be reimbursed her/his portion of the benefit premium on an annual basis.

i. Such claims shall be made not later than June 30 of the following year.

### **22.4 Extended Health Benefits**

Employees on staff prior to January 31, 2007, who meet the definition of retiree, and current retirees shall be red circled and will remain eligible for this benefit from the BCTF. Employees hired after January 31, 2007 may choose to go on the BCTF EHB retiree group plan at their cost or take the EHB plan available through the Teachers' Pension Plan.

As a condition of participation in the BCTF Retiree EHB plan, Retirees who are eligible for participation in the Extended Health Benefits provided by the Teachers' Pension Plan, shall be required to enrol in said plan provided there is no requirement to pay monthly premiums. Subject to plan provisions established by the Teachers' Pension Plan, Retirees shall be eligible for duplicate coverage. Blue Net cards will be provided by the Teachers' Pension Plan.

22.4.1 Benefits will be provided under a plan which will include:

- a. general Extended Health benefits; unlimited lifetime maximum;
- b. eye care option with \$500 limit per person for twenty-four (24) months with 80% coverage, non-deductible;
- c. speech therapist – \$500.00 limit per year;
- d. hearing aid – \$1500 per ear limit every four (4) years;
- e. physiotherapist/massage therapist/chiropractor/naturopath – no limit per year;
- f. clinical psychologist – \$500.00 limit per year;
- g. erectile dysfunction drugs – \$500 limit per year;
- h. orthotics --\$1000 limit per year;
- i. extended care unit (ECU) – co-insurance \$20.00 per day;
- j. eye examinations – reimbursement up to \$100 each year.
- k. Blue Net card with dispensing fee cap of \$5.00 (effective July 1, 2011)

22.4.2 The full cost of the Extended Health benefits shall be paid by the Federation.

22.4.3 To be eligible for the extended health benefit coverage, Retirees must be covered by a medical plan recognized by the Federation.

22.4.4 The Retiree may elect either single, couple or family coverage.

22.4.5 In the event of the Retiree's death, single coverage will be available to the Partner.

22.4.6 The Federation will meet carrier restrictions which include mandatory membership for each Retiree and her/his Partner unless a waiver form has been completed.

## **22.5 Dental Benefits**

Employees on staff prior to January 31, 2007, who meet the definition of retiree, and current retirees shall be red circled and will remain eligible for this benefit from the BCTF. Employees hired after January 31, 2007 may choose to go on the BCTF dental retiree group plan at their cost or take the dental plan available through the Teachers' Pension Plan.

Dental benefits will be made available to Retirees on staff prior to January 31, 2007 and current retirees as of January 31, 2007 and her/his partner for their lifetime.

22.5.1 Coverage will provide:

Plan A--Basic services at 100 per cent payment of services.

Plan B--Prosthetic appliances and crowns and bridges at 80 per cent payment of services.

22.5.2 The Retiree may elect either single, couple or family coverage.

22.5.3 In the event of the Retiree's death, single coverage will be available to the Partner.

22.5.4 The Employer will meet carrier restrictions which include mandatory membership for each Retiree and her/his Partner unless a waiver form has been completed.

22.5.5 The full cost of the Dental Plan shall be paid by the Federation for employees on staff prior to January 31, 2007 and current retirees as of January 31, 2007.

## **22.6 Group Life Insurance**

Employees on staff prior to January 31, 2007, who meet the definition of retiree, and current retirees shall be red circled and will remain eligible for this benefit from the BCTF. For employees hired after January 31, 2007 the cost of the group life insurance shall be shared 50% by the Federation and 50% by the employee.

Group life insurance coverage shall be provided to Retirees immediately upon retirement to age 65.

22.6.1 Coverage will be 100% of annual earnings as of the last day of work.

22.6.2 The full cost of the Group Life insurance shall be paid by the Federation for employees hired prior to January 31, 2007 and current retirees as of January 31, 2007.

22.6.3 For employees hired after January 31, 2007 the cost of the group life insurance shall be shared 50% by the Federation and 50% by the employee.

22.7 The Federation shall confirm to each retiree or surviving partner annually, on the anniversary date of this collective agreement, the benefits provided to that retiree or surviving partner under Article 22--Retirement Benefits.

22.7.1 Copies of benefit plan brochures will be provided on request or when changes occur.

## **23 Article 23--Health and Welfare Benefits--Active Employees**

23.1 Medical coverage shall be made available to employees under the Medical Services Plan of British Columbia.



- 23.1.1 The full cost of medical coverage shall be paid by the Federation.
- 23.1.2 For employees not eligible for MSP, the Federation shall pay to the employee, until eligibility is established, an amount equal to the premium that would have been paid for normal coverage.
- 23.1.3 The employee may elect either single, couple or family coverage.
- 23.2 Extended health benefits shall be made available to employees which provide:
- a. general extended health benefits; unlimited lifetime maximum limit for employees;
  - b. eye care option with \$500 limit per person for twenty-four (24) months with 80% coverage, non-deductible;
  - c. speech therapist - \$500 limit per year;
  - d. hearing aid \$1500 per ear every four (4) years;
  - e. physiotherapy/massage therapy/chiropractor/naturopath/ acupuncture -- no limit per year;
  - f. clinical psychologist -- \$1200 limit per year;
  - g. smoking cessation -- \$300 to be allocated to the bargaining unit per year to be used for an approved program of smoking cessation activities;
  - h. erectile dysfunction drugs -- \$500 limit per year;
  - i. orthotics -- \$1000 limit per year;
  - j. provision of Blue Net cards;
  - k. extended care unit (ECU) -- co-insurance \$20.00 per day;
  - l. oral contraceptives;
  - m. eye examinations – eligible expenses shall be reimbursed at 100% to a maximum benefit payable of \$100 each year.
- 23.2.1 The full cost of the extended health benefits shall be paid by the Federation.
- 23.2.2 The employee may elect either single, couple or family coverage.
- 23.3 Dental benefits shall be made available to employees providing:
- a. Plan A--Basic services at 100 per cent payment of services.
  - b. Plan B--Prosthetic appliances and crowns and bridges at 90 per cent payment of services.
  - c. Plan C--Orthodontia at 80 per cent payment of services with a limit of \$5000 per insured.
- 23.3.1 The employee may elect either single, couple or family coverage.
- 23.3.2 Coverage for dependent children shall terminate at age 18, or age 25 if in full-time attendance at a post-secondary educational institution.
- 23.3.3 The full cost of the dental plan shall be paid by the Federation.

- 23.4 Group life insurance coverage shall be provided as a condition of employment to employees.
- 23.4.1 The group life insurance plan shall provide coverage in accordance with the schedule of benefits in Appendix B - Life Insurance - Schedule of Benefits.
- 23.4.2 The full cost of the group life insurance plan shall be paid by the Federation.
- 23.5 Long-term disability benefits shall be provided as a condition of employment through the Long-Term portion of the BCTF Salary Indemnity Plan.
- 23.5.1 The premium for long-term disability benefits shall be the same as the Long-Term portion of the BCTF Salary Indemnity Plan fee.
- 23.5.2 Each employee shall pay the premium for long-term disability benefits.
- 23.5.3 While an employee is in receipt of long-term disability benefits or EI sickness benefits, the Federation shall continue the payment of all necessary premiums under Article 23 – Health and Welfare Benefits.
- 23.5.4 The Federation shall not terminate for non-culpable cause any employee while he/she is in receipt of either long-term disability, EI sickness benefits or where an application for either benefit is being processed or in dispute.
- 23.5.5 With respect to the adjudication of claims arising from those employees who are exempted from the BCTF Salary Indemnity Plan:
- a. the parties agree to meet, when necessary, with the insurance carrier to ensure that claims adjudication processes and personnel are in place so that claims adjudication for the insured plan is consistent with claims adjudication that is provided for all others in the BCTF Salary Indemnity Plan.
  - b. The disability benefit for these employees shall be the same after tax benefit as though the employee was participating in the BCTF Salary Indemnity Plan.
- 23.6 Medical, extended health benefits, dental and where possible group life insurance benefits shall be extended, at Federation expense, for a period of up to the earlier of the end of the third month following the expiry of a term appointment or the commencement of benefits from another Employer.
- 23.6.1 The employee will sign a letter of undertaking to inform the Federation when benefits from another Employer commence if prior to the third month following the expiry of the term appointment.
- 23.7 The Federation shall effect and keep in force for the benefit of each employee or his/her estate, insurance coverage against death or dismemberment resulting from accident while

on business of the Federation (excluding everyday travel to and from work and bona fide vacations) with the following minimum benefits:

Specific loss accident indemnity

Loss of life	\$150,000
Loss of both feet or both hands or the entire sight of both eyes	\$150,000
One hand and one foot	\$150,000
Either one hand or one foot and the entire sight of one eye	\$150,000
One hand or one foot or the entire sight of one eye	\$ 75,000

Aggregate accident limit

\$2,500,000.00

23.8 The Federation shall confirm to each employee annually on the anniversary date of this collective agreement the benefits provided to that employee under Article 23 - Health and Welfare Benefits.

23.9 Additional group life insurance coverage shall be made available through the BCTF/Industrial Alliance Pacific Life Plan.

23.9.1 The Federation shall administer the plan and deduct monthly premiums from the salary of participating employees.

23.10 Employees shall be eligible to participate in the BCTF Travel Insurance Plan.

23.10.1 If an employee is required to travel outside of the province the Federation shall provide trip medical insurance to cover the costs of emergency medical treatment not covered by MSP or EHB.

**24 Article 24--Group Registered Retirement Savings Plan**

24.1 The Federation will offer employees the opportunity to participate in the Group Registered Retirement Savings Plan for teacher/members consistent with the Executive Committee motion of February 19/20, 1993.

**25 Article 25--Deferred Salary Leave Plan (Self Funded)**

25.1 The Federation shall maintain a self-funded leave plan.

25.1.1 All employees shall be eligible to participate in the self-funded leave plan.

25.1.2 The direction and operation of the plans, including the investment and reinvestment of funds, shall be controlled by a joint committee composed of

representatives of the Federation, two representatives of the Union, and if so desired, representatives of other employee groups participating in the plans/policies.

- i. At no meeting shall the number of representatives for the Federation exceed the total number of representatives of the participating employee groups.

25.1.3 The Federation may limit the number of participants whose period of leave will occur in the same year.

- i. Applications shall be accepted on a first-come basis and when two or more applications are submitted within the same calendar week, the employee with the greatest Seniority shall be given priority.

25.1.4 The monies to be paid during the leave shall be paid in not more than two instalments, but in any event all of the deferred salary plus accrued interest must be paid to the participant no later than the end of the taxation year following the year in which the leave commences.

- i. The monies to be paid will be reduced by amounts required to be deducted by this collective agreement and by law.
- ii. During the period of leave, the employee shall continue to receive the benefits under Article 23-Health and Welfare Benefits, and the Federation shall continue its contribution for premiums as set out therein.

25.1.5 Upon return from leave the employee will be assigned to the same assignment held prior to taking the leave, unless a different assignment is mutually agreed upon.

25.1.6 Where an employee elects, subject to the applicable pension plan regulations, to establish pensionable service credit for the period of a leave under the self-funded leave plan policy, the Federation shall pay one half of the applicable assessment.

## **26. Article 26--Death Benefits**

26.1 If an employee dies while in the service of the Federation, the Federation shall pay to his/her designated beneficiary or estate:

- a. full current salary to the end of the month during which the death occurs, plus
- b. an amount equal to 17 per cent of the employee's current annual salary.

- 26.2 If an employee with the Federation dies while in the service of the Federation, the Federation shall:
- a. pay the premiums necessary to maintain coverage for three (3) months following the employee's death, for the Partner and dependants of the deceased employee in force at the date of death, under
    - i. Medical Services Plan (MSP);
    - ii. Extended Health Benefit Plan;
    - iii. Dental Benefit Plan.
- 26.3 If an employee with more than ten (10) years' service dies while in the employment of of the Federation and is survived by a Partner who has been designated by the employee, the Federation will pay the premiums necessary to provide coverage under the Medical Services Plan, the Extended Health Benefits Plan and the Dental plan as described in Article 23.

## **27. Article 27--Sick Leave**

- 27.1 Effective January 1, 1993, an employee shall be granted on each appointment the greater of:
- a. a bank of 100 days of sick leave; or
  - b. accumulated sick leave from his/her most recent school district, if he/she provides a statement from the school district.
- 27.1.1 Regardless of the number of days in an employee's accumulated sick leave bank, sick leave benefits will not be paid beyond the date of termination of employment or scheduled date of termination of employment except that:
- a. A term employee who is to return to a school district and has been on sick leave for five (5) days or more at the expiration of her/his term shall be entitled to continue on sick leave until either the end of the illness or the exhaustion of sick leave entitlement with the Federation or the end of the school term or semester during which employment with the Federation is concluded, whichever is earlier.
    - i. In any case, during the months of July and August no term employee shall be entitled to sick leave benefits beyond the date of termination.
  - b. A former term employee who returns to teaching and exhausts her/his sick leave at the school district, may claim the annual sick leave accumulated under clause 27.2 during her/his employment with the Federation.

- i. The payment will be based on the employee's salary in the school district.
- 27.2 An employee shall be entitled to annual sick leave of twenty (20) days on her/his appointment date and thereafter on each subsequent anniversary of an employee's appointment date.
  - 27.2.1 Part-time employees annual sick leave accumulation shall be prorated and based on the rate of twenty (20) days per year for full-time employees.
  - 27.2.2 Term employees with an appointment of less than one (1) year or who have less than one (1) year remaining in an existing appointment, shall have annual sick leave prorated, and based on the rate of twenty (20) days per year for full-time employees.
  - 27.2.3 Employees on unpaid leaves of absence will not accumulate annual sick leave.
- 27.3 Unused sick leave days are fully cumulative.
- 27.4 An employee may use all of her/his accumulated sick leave entitlement on one (1) continuous illness.
- 27.5 Sick leave days shall be paid at regular salary.
- 27.6 Days or portion of days, which an employee has been absent for reasons of illness, shall be charged against sick leave accumulated by the employee.
- 27.7 Time away on sick leave or on long-term disability benefits shall be considered regular employment service for the purposes of all benefits in this collective agreement.
- 27.8 Each employee shall be provided annually with a record of her/his accumulated sick leave entitlement as of the anniversary date of appointment.
- 27.9 In the case of total or partial disability an employee shall be entitled to paid sick leave. Upon expiration of sick leave the employee shall be eligible for long-term disability benefits as set out in Article 23.
  - 27.9.1 The provision for sick leave and long-term disability benefits provided in Article 23 applies to all employees except any employee acting in the capacity of Salary Indemnity Plan Administrator and any other employee who has a fiduciary obligation to the Salary Indemnity Plan.
  - 27.9.2 Any employee excluded from participation in the Salary Indemnity Plan pursuant to clause 27.9.1 shall be provided terms and conditions for income replacement through sick leave and long-term disability benefits equivalent to the income replacement plan provided by Clause 27.5 and this article. The full cost of this income replacement plan shall be borne by the Employer

27.9.3 In the case of a part-time employee sick leave will be paid on the basis of the percent time of assignment immediately prior to the use of sick leave. If the employee was on a part-time leave of absence for the time not worked, at the expiration of the leave of absence sick leave will be paid on the regular assignment of the employee.

27.10 The employee's share of the EI premium rebate generated from the foregoing sick leave provisions shall be assigned to the Federation to help defray the costs incurred by the Federation in funding the benefit provision of Article 23 - Health and Welfare Benefits.

## **28. Article 28--Educational Leave**

28.1 It is considered desirable to have employees take educational leave which would further the objectives of the BCTF.

28.2 At least one educational leave may be granted annually by the Federation following consideration of recommendations from the Joint Educational Leave Committee.

28.2.1 Failure by the Employer to allocate funds for educational leave shall not be sufficient grounds for the denial of education leave.

28.2.2 Normally, educational leave shall not be granted to more than one (1) employee in any one contract year.

28.2.3 The educational leave shall be for a period not to exceed one (1) year at any one time.

28.3 An employee shall be eligible to apply for educational leave following five (5) years of employment, and for further educational leave following five (5) years of employment subsequent to an educational leave.

28.4 Applications for educational leave beginning in the twelve (12) months following the next July 1 shall be submitted to the Executive Director of the Federation no later than the preceding January 1.

28.5 An application for educational leave shall include a programme of study consistent with the following objectives:

- i. to enhance Federation services;
- ii. to provide expertise in an area identified as a Federation priority;
- iii. to extend the background and knowledge of the applicant and;
- iv. shall indicate the relevance of specific programme courses or projects to the above objectives.

28.6 Effective July 1, 1993, where there are two (2) or more applicants, educational leave shall be granted to the senior applicant, unless he/she has previously taken education leave, in which case the leave shall be granted to the most senior applicant who has not taken education leave.

- 28.7 A Joint Educational Leave Committee shall be established consisting of two (2) persons representing the Federation and two persons representing the Union.
- 28.7.1 Each party shall inform the other prior to January 1 of each year of the names of its representatives.
- 28.7.2 The Joint Educational Leave Committee shall, prior to February 1, receive applications for educational leave from the executive director, assess the applications, meet with the applicants to clarify their proposals, and make recommendations to the Executive Committee.
- 28.7.3 The executive director shall call the initial meeting of the Joint Educational Leave Committee.
- 28.7.4 The Joint Educational Leave Committee may extend the February 1 recommendation date in order to facilitate appropriate consideration of the applications and to prepare its recommendations.
- 28.7.5 The Joint Educational Leave Committee shall present its report and recommendations to the executive committee. CEP members of the Joint Education Leave Committee shall be present during the initial discussion of the recommendations but not during the in-committee deliberations.
- 28.7.6 Recommendations from the Joint Educational Leave Committee may be rejected by the Federation, but in such cases the Federation shall provide to the committee a written rationale for its decision.
- 28.8 The successful applicant for an educational leave shall:
- i. make every effort to complete the programme of study proposed in the application.
    - a. If the employee is unable to commence or complete the programme for personal reasons, the leave shall not commence, or, once commenced, shall be cancelled and the employee shall return to work;
  - ii. give an undertaking in writing to return to his/her duties for a period of two (2) years following the expiration of the leave.
    - a. An employee may be released from this obligation through repayment, on a pro rata basis, of all monies he/she received while on educational leave.
    - b. Repayment constitutes a debt due and payable to the Federation.
- 28.9 Except as set out in clause 28.6, educational leave shall be considered as employment with the Federation for purposes of salary increments, vacation and holiday entitlement



under Article 20 - Holidays and Vacation, staff security, sick leave and future educational leave entitlement.

28.9.1 While on educational leave for a period of one full year, the employee shall receive seven (7) month's salary, in accordance with the employee's salary placement (noted in Appendix A) and all benefits under this collective agreement except that annual vacation and directors allowance shall not be granted.

28.9.2 While on educational leave for a period of less than one full year, the employee shall receive his/her regular monthly salary for the period of the educational leave to a maximum of seven (7) months. In addition, he/she shall receive all benefits under this collective agreement.

## **29. Article 29--Detached Duty**

29.1 It is recognized that the Federation may wish to assign an employee to a course of studies or to grant an employee leave in order to obtain specific expertise required by the Federation.

29.1.1 Any leave granted by the Federation under this article shall be termed "detached duty".

- i. This detached duty will not be considered as educational leave or as part of an employee's entitlement to educational leave.
- ii. When on detached duty, the employee shall continue to receive all benefits of this collective agreement.

## **30. Article 30--Pregnancy Leave**

30.1 Upon request a pregnant employee shall be granted a leave.

30.1.1 The leave will begin no earlier than twelve (12) weeks before the expected birth date and be no more than fifty-two (52) weeks.

- i. In the event a pregnancy terminates prior to twelve (12) weeks before the expected birth date, the employee shall be entitled to up to twenty (20) weeks leave.

30.1.2 The request for leave must:

- i. be in writing to the Executive Director;
- ii. if made during the pregnancy, be given at least four (4) weeks before the day the employee proposes to begin leave, and;
- iii. if required by the Employer, be accompanied by a medical certificate stating the expected or actual birth date or the date the pregnancy terminated.

- 30.2 The employee shall return to the assignment which she held prior to taking leave.
- 30.3 During the leave the employee shall continue to receive the benefits under Article 23–Health and Welfare Benefits.
- 30.4 The leave shall be considered as employment with the Federation for purposes of salary increments, vacation entitlement, sick leave entitlement and educational leave.
- 30.5 Where the Federation agrees the employee may return to work prior to the expiration of the leave.
- 30.6 Supplemental Employment Insurance Benefits shall be available pursuant to Article 33–Supplemental Employment Insurance Benefit Plan–Pregnancy, Parenthood and Birth Adoption Leave.

### **31. Article 31--Parenthood Leave**

31.1 An employee with a dependent child shall be granted a leave.

31.1.1 The leave must meet the following conditions:

- i. an adequate replacement can be arranged by the Federation,
- ii. will be for no more than thirty (36) months; or
- iii. cannot be combined with Pregnancy Leave – Article 30 or Birth/Adoption Leave – Article 32, to provide continuous leave in excess of thirty (36) consecutive months, or
- iv. cannot be altered without mutual agreement.

31.1.2 A request for leave must:

- i. be in writing to the Executive Director, and
- ii. be given at least twelve (12) weeks before the day the employee proposes to begin leave.
- iii. in the case of an emergency the application requirement in (a) and (b) may be waived at the discretion of the Executive Director.

31.2 The employee shall return to a position or level of responsibility comparable to that which they held prior to taking leave.

31.3 An employee shall continue to receive the benefits under Article 23–Health and Welfare Benefits and shall remit to the Federation the full premium cost of these benefits.

### **32. Article 32--Birth/Adoption Leave**

32.1 Upon request an employee who is adopting a child or who is a father shall be granted a leave.

32.1.1 The leave shall:

- i. begin within fifty-two (52) weeks after the child's birth or the child being placed with the adoptive parent, and
- ii. be no more than thirty-seven (37) weeks.

32.1.2 A request for leave must be in writing to the Executive Director.

32.1.3 The employee shall return to the assignment held prior to taking the leave.

- a. Where the assignment held prior to taking the leave no longer exists, the Employer will consult with the Union and the employee prior to assigning the employee to a comparable position or level of responsibility.

32.2 The employee shall continue to receive the benefits under Article 23–Health and Welfare Benefits.

32.3 On the birth of a child the father shall be granted a leave up to three (3) days with pay.

32.4 In the case of adoption or legal guardianship, either parent shall be granted a leave of up to three days (3) with pay.

32.5 Supplemental Employment Insurance Benefits shall be available pursuant to Article 33–Supplemental Employment Insurance Benefit Plan–Pregnancy, Parenthood and Birth Adoption Leave.

### **33. Article 33--Supplemental Employment Insurance Benefit Plan–Pregnancy, Parenthood and Birth/Adoption Leave**

33.1 An employee is entitled to a supplemental salary (SEIB) when they are in receipt of Employment Insurance benefits during pregnancy leave or birth/adoption leave.

33.2 An employee is entitled to SEIB benefits up to thirty-five (35) weeks inclusive of the two (2) week waiting period.

33.3 The SEIB benefit will be based on the employee's last monthly salary on the last day worked.

33.4 The SEIB benefit, including the two (2) week waiting period, will equal:

- i. 95% of an employee's regular pay for the first twenty-seven (27) weeks and 80% thereafter during Pregnancy Leave – Article 30; or
- ii. 95% of an employee's regular pay for the first eighteen (18) weeks and 80% thereafter during Birth/Adoption Leave – Article 32.
- iii. The total amount of SEIB benefit, Employment Insurance and any other earnings received by the employee will not exceed the benefit outlined in clause 33.3

33.5 The SEIB benefit expires when the employee:

- i. returns to work, or
- ii. resigns, or
- iii. is no longer on Pregnancy Leave – Article 30 or Birth/Adoption Leave – Article 32, or
- iv. is no longer eligible for Employment Insurance benefits.

33.6 Salary and benefits payable under this agreement i.e. Increments, retirement allowance, severance pay, shall not be reduced or increased by payments under the SEIB benefits.

#### **34. Article 34--Compassionate and Family Care Leave**

34.1 The Federation shall grant, upon request to the executive director, leave of absence, with pay, to a maximum of seven (7) days in the case of serious illness, accident or death of a Partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparent, grandchild, or any other person living in the same household.

34.2 In the event of the serious illness, accident or death of any relative not mentioned above or a friend of the employee, the employee shall be entitled to special leave for one (1) day, with pay, for the purpose of visiting the person or attending the funeral.

34.3 The Federation shall grant leave of absence, with pay, to a maximum of five (5) days per year, in order for employees to provide care for a partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, grandparent, grandchild, or any person living in the same household.

34.4 Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 Section 52.1 of the BC Employment Standards Act for a period of up to eight weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.

#### **35. Article 35--Leave For Religious Observances**

35.1 Employees may take up to three (3) days per year to observe religious holidays.

35.2 The employee will inform the Employer in writing of the three (3) days the employee wishes to take for religious observance.

35.2.1 This notice will be required only once and may be amended.

35.3 Such absence will be a charge to compensatory time or vacation entitlements.

35.4 The dates of absence will be recorded in the monthly CEP Compensatory Time and Vacation Entitlement form.

**36. Article 36--Leave Without Pay**

36.1 Leave of absence without pay may be granted to any employee for a period of up to two (2) years, providing an adequate replacement can be arranged by the Federation.

36.2 Application for such leave shall be made in writing to the executive director, at least three (3) months prior to the commencement of such leave, except that, in the case of an emergency (e.g., severe illness in the family) the application requirements may be waived at the discretion of the executive director, providing the leave is for no longer than one (1) month.

36.2.1 Where, in the case of an emergency, an employee is granted leave for up to one month, and learns during that period that he or she will actually require a longer leave, the employee may properly apply for such leave without being in violation of the three-month notification period required in clause 36.2.

36.3 When an employee is on unpaid leave of absence, he/she shall continue to receive the benefits under Article 23--Health and Welfare Benefits so long as he/she shall remit to the Federation the full premium cost of these benefits.

36.4 Upon request to the executive director, up to five (5) days' leave of absence without pay shall be granted to any employee to deal with an emergent situation.

36.4.1 The Federation shall maintain all benefits under Article 23 - Health and Welfare Benefits, during such leave.

**37. Article 37--Jury Duty and Appearances for Legal Proceedings**

37.1 The Federation shall grant leave of absence with pay to any employee summoned for jury duty or required to attend any legal proceedings by reason of subpoena.

37.1.1 An employee on such leave shall pay over to the Federation any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.

37.2 Where an employee is reasonably required to attend proceedings in connection with the interpretation or application of this agreement, the Federation shall grant leave with pay.

37.3 Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence without pay shall be granted by the Federation.

## **38. Article 38--Staff Training and Education**

- 38.1 It is considered desirable to support and encourage employee professional growth through conference attendance, training, team building and other related activities. Professional growth is most effective when employees set their own goals, and decide how and with whom to work towards those goals.
- 38.2 A staff training and education fund shall be established and maintained as follows:
- 38.2.1 The Federation shall contribute an amount equivalent to 1.6% of Step 4 for each employee as of January 1 of each year.
- 38.3 The fund shall be administered by the Union.
- 38.4 All employees will have equal access to the fund.
- 38.5 In recognition of irregular work hours of employees, any leave of absence required in order to participate in education, training or development by use of this fund shall be without loss of pay.
- 38.6 Education, training, or conference attendance and organizational membership fees initiated by the Federation shall be funded by the Federation without reference to this fund.
- 38.6.1 Prior to the adoption of the Federation's budget for the coming year, employees may, through their divisional director, submit proposals regarding Federation sponsored education, training or conference attendance and organizational memberships.
- 38.7 For the purposes of general staff training and education, the Federation shall provide one (1) professional development day per year designed and implemented by the Union's professional development committee.
- 38.7.1 The Federation shall not unreasonably refuse a suggested date.
- 38.7.2 The salary cost of the professional development activity shall be borne by the Federation and the programme cost shall be a charge against the staff training and education fund.
- 38.8 Orientation and Mentorship
- 38.8.1 There shall be an orientation of new employees consisting of a management, divisional, and Union component and a divisional mentoring component.
- 38.8.2 The management component will include, but not be limited to:
- a. explanation and sign-up for employee benefits;
  - b. being made aware of relevant BCTF policies and procedures;

- c. building familiarization and access, including health and safety issues;
- d. equipment and processes, including voice mail, telephone operation, and computers, and
- e. familiarization with TFEU/CEP jurisdictional responsibilities.

38.8.3 The divisional component, as developed by the director in consultation with the division and the Human Resources Department will include, but not be limited to:

- a. familiarization with general divisional procedures, and
- b. mentoring, including appropriate job shadowing and support.

38.8.4 The Union component will include, but not limited to:

- a. the objects and activities of the Union;
- b. the Collective Agreement, and
- c. the method by which members communicate ideas or concerns about the work or about their colleagues.

38.8.5 For term appointments of one (1) year or more the Federation shall provide an orientation period of:

- a. six (6) weeks to be given during the first six (6) weeks of employment; or
- b. the first twelve (12) weeks of employment if the employee elects to take her/his annual vacation at the beginning of the term appointment.

38.8.6 The timing of the orientation and mentorship shall be as follows:

- a. The orientation, exclusive of the mentoring, shall commence within the first two (2) weeks of employment except if the employee elects to take his/her annual vacation at the beginning of the appointment the orientation will be commenced within two (2) weeks of return from vacation and shall be completed within two (2) months of commencement of the orientation.
- b. The mentoring shall be an on-going process, but it is expected that the majority of the job shadowing will be completed within eight (8) weeks of the employment.
- c. Where practicable and appropriate, one (1) week of mentoring process shall occur during the active employment of the out-going employee.

38.8.7 The orientation program shall be funded by the Federation. The cost shall be in addition to funds provided in clause 38.2.1 Funding shall be sufficient to provide for any travel deemed appropriate.

#### 38.8.8 Staff Orientation/Training Fund

- a. The Federation will establish a staff orientation/training fund additional to the existing Management Training Funds for new administrative staff and place an amount of \$5,000 per new employee in the fund. Prior to accessing the fund new staff members are required to prepare a professional growth plan in consultation with the division's director and the Director of Human Resources (Personnel) that must be mutually agreed upon by the parties. The staff orientation/training fund is to be used for the following:
  - i. to provide the opportunity for orientation/overlap of in-coming staff (following their appointment) with out-going staff;
  - ii. to provide a specific allocation for new staff members to select their own additional training opportunities during their first eighteen (18) months of employment with the Federation, or within twenty-four (24) months on request if circumstances do not permit training within the first eighteen (18) months.
- b. The fund will be administered jointly by the Federation and the Union.

#### **39. Article 39--Picket Lines**

- 39.1 All employees covered under this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code.
  - 39.1.1 Employees shall advise the executive director of any instances in which they have exercised this right.
- 39.2 The Employer agrees that the only consequence of such action will be loss of pay – 1/260th of annual salary for each day's absence.

#### **40. Article 40--Health and Safety**

- 40.1 The Union and Federation agree that regulations made pursuant to the Workers' Compensation Act or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.
  - 40.1.1 First-aid kits will be supplied in accordance with this clause.
- 40.2 The Federation shall provide a clean and well-ventilated medical/rest facility in the building, which has ready access for employees of either sex and which includes:
  - a. large box of first aid supplies;
  - b. sink and hot water;
  - c. bed and treatment chair.



- 40.2.1 The facility shall be provided with the agreement of the Health and Safety Committee in respect to the above.
- 40.3 The Federation should ensure that there is an occupational first aid attendant in the building.
- 40.4 The Union shall be represented on the Federation's Health and Safety Committee and the Building Subcommittee.
- 40.5 Any employee may make written or verbal presentation concerning unsafe working conditions to the Health and Safety Committee.
- 40.6 Where an employee feels an immediate risk to health or safety exists, he/she shall notify the Health and Safety Committee and if the committee agrees, the employee shall not be required to continue working under the conditions which gave rise to the complaint.
- 40.7 The Federation shall, upon request, provide an escort for employees walking to their vehicles after sunset.
- 40.8 The Federation shall designate two (2) parking stalls as CEP Emergency Parking stalls for use by employees when the staff parking lot is full and parking near the building is required to fulfil Federation duties.
- 40.8.1 These stalls are not intended for routine parking.
- 40.9 Whenever an employee is required to work at a computer terminal, the Federation shall provide furniture appropriate to the circumstance, and reassignment upon request for pregnant employees. All employees will have an ergonomic assessment conducted at their workstation with a copy of the report sent to the employee upon request.
- 40.10 The Federation shall consult employees with respect to work area requirements and expectations during the physical rearrangement of work areas.
- 40.11 The Federation shall attempt to give two (2) weeks' prior notification to all employees in affected areas of the building when physical renovations to the building are being planned such that the noise or disturbance created by the renovations might unduly affect the working situation and planned work activities of employees.
- 40.11.1 Employee requests for adjustments in renovation scheduling shall be reviewed by the Health and Safety Committee which shall make a recommendation to the executive director.
- 40.12 Violence means the attempted or actual exercise by a person other than a Federation employee of any physical force so as to cause injury to a worker, and includes any threatening statement or behaviour which gives an employee reasonable cause to believe that he/she is at risk of injury.

- 40.13 The parties agree that freedom from violence and/or the threat of violence is an essential quality of the working environment and recognize the Federation's responsibility to establish and maintain, to the greatest degree possible, a work environment that is free from violence.
- 40.13.1 The Federation shall make available a cellular telephone, for the purpose of safety to any employee who requests one for her/his use while engaged in work outside the BCTF building. A pool of cellular phones will be made available for this purpose.
- 40.14 The Federation shall conduct "risk assessments" in accordance with the Worker's Compensation Board regulation which shall consider incidents of violence experienced by employees in the course of their work both at the Federation's building and in the Field. To the degree indicated by such risk assessments the Federation shall:
- a. establish procedures, policies and other work arrangements to minimize and where possible eliminate the risk to employees from violence;
  - b. establish procedures for reporting, investigating and documenting incidents of violence;
  - c. inform employees of their rights, protections and obligations under the Workers' Compensation Regulations;
  - d. notify employees concerning the risk of violence that they may encounter in the course of their work at Federation building and/or in the field;
  - e. provide instruction to employees in regard to paragraphs (a) and (b) above as well as recognizing the potential for violence and the appropriate response to incidents of violence.
- 40.15 The Federation shall advise any employee reporting an injury or adverse symptom as a result of an incident of violence to consult a physician of his/her choice for treatment and/or referral.

#### **41. Article 41--Leave for Union Business**

- 41.1 Leave of absence with pay shall be provided to a member of the Union executive, up to three (3) members of a committee or to a member otherwise designated to represent the Union when Union business with the Federation must necessarily be conducted during normal working hours.
- 41.2 If leave of absence for Union business other than as described in clause 41.1 is to occur, the executive director shall be so informed and the Union shall reimburse the Federation salary costs for such absence.
- 41.3 The Federation will grant leave with pay, to the maximum number of days listed below, to allow one CEP representative to attend each of the following conventions:
- the CEP National Convention, four (4) days every two (2) years,
  - the CEP Regional Convention, three (3) days every two (2) years

- the CEP Women's Conference, three (3) days, each year
- CEP Provincial Council, two (2) days, each year
- the BC Federation of Labour Convention, five (5) days, every two (2) years for the Constitutional Convention three (3) days, every two (2) years for the Policy Convention
- the Canadian Labour Congress Convention, four (4) days, every three (3) years.

In addition, the Federation will provide up to twenty (20) days per year in total for the bargaining unit for any activity or event designated by the Union.

41.4 For predictable events, the union shall provide the employer with five (5) days notice.

## **42. Article 42--Leave for Elected Office**

42.1 The Federation recognizes that an employee may wish to stand for public office at the municipal, provincial or federal level.

42.2 When an employee is nominated as a candidate to contest a municipal, provincial or federal election, the employee shall be granted leave of absence without pay up to a maximum period of sixty (60) calendar days, to be taken consecutively.

42.2.1 Requests for leave of absence shall be made to the executive director.

42.3 Should the employee be elected member of Parliament or member of the Legislative Assembly, the employee shall be granted long-term leave upon request at no cost to the Federation.

42.4 The employee, upon completion of the leave, shall return to a position or level of responsibility comparable to that which he/she held prior to taking leave provided the term of a term appointment has not expired.

42.5 Should the employee be elected to municipal office, the employee shall be granted leave of absence without pay as needed provided that continuity of service can be assured to the satisfaction of the executive director.

## **43. Article 43--Harassment**

43.1 Harassment is defined as:

- a. conduct of a threatening or demeaning nature; or
- b. abusing authority by the use of threats, coercion, intimidation, blackmail; or
- c. repeated and unwelcome comment, look, suggestion, display of visual material, or physical contact of a sexual nature that creates an uncomfortable working environment for the recipient, made by a person who knows or ought to know it is unwelcome; or
- d. single advance or suggestion of a sexual nature that includes or implies a threat or reprisal if the sexual advance or suggestion is

rejected or implies promise of reward for complying with a request of sexual nature.

- 43.1.2 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.
- 43.1.3 The parties recognize the right of all employees to work free from harassment.
- 43.1.4 Two Employer representatives and two Union representatives shall have training for investigating matters of harassment.
- 43.1.5 The parties will deal with allegations of harassment expeditiously and confidentially.
- 43.1.6 The complainant and the harasser are entitled to Union representation.
- 43.1.7 **Resolution Procedure**

#### **Step 1**

- i. The complainant, if comfortable with this approach, may choose to speak or directly correspond with the alleged harasser to express his/her feelings about the situation.
- ii. Before proceeding to file the complaint the complainant may approach a Union representative or another person of his/her choosing to discuss potential means of resolving the matter.
- iii. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

#### **Step 2**

- i. If the 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.
- ii. Complaints of harassment shall be filed with the Executive Director.
- iii. The Employer will advise the employee concerned that a complaint of harassment has been filed against him/her.

#### **Step 3**

- i. The Employer shall investigate the complaint.
  - a. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
  - b. 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 within ten (10) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.
- 43.1.8 Where the investigation has concluded that harassment or sexual harassment has occurred, any disciplinary sanctions that are taken against the harasser shall be done in accordance with the provisions in the agreement regarding discipline for misconduct.
- 43.1.9 The investigation shall determine if the allegation of harassment has been substantiated. The Employer will take appropriate action.
- 43.1.10 The Union and the complainant shall be informed in writing that disciplinary action was or was not taken.
- 43.1.11 The decision of the Employer shall be made within one (1) week following the completion of the investigation.
- 43.1.12 The Employer and the Union shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program as an addition to these collective agreement provisions.
- 43.1.13 If the Executive Director is the subject of the complaint, the complaint shall be filed with the President.
- 43.2 There will be no discrimination against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, gender, sexual orientation, religious or political affiliation, national origin, marital status, whether he/she has children, or because he/she is participating in the activities of the Union, carrying out duties as a representative of the Union, or involved in any procedure to interpret or enforce the provisions of the collective agreement.
- 43.3 The Federation shall provide copies of job postings and letters of appointment, reassignment, discipline and notify the Union of resignations.

#### **44. Article 44--Grievance Procedure**

- 44.1 The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter arbitrable.
  - 44.1.1 The wording used in clauses 44.2.2, 44.2.3, 44.2.4 and 44.3 (below) does not preclude grievances being initiated by the Employer.
- 44.2 The following procedure shall apply to the resolution of a grievance.

44.2.1 Prior to formalizing any grievance, the parties shall attempt to resolve the alleged grievance as outlined in Step 1 below.

44.2.2 Step 1

The Union or an employee alleging a grievance ("the grievor") shall request a meeting with the official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily.

- i. Where the grievor is not the Union, the grievor shall have the right to be accompanied at this meeting by a representative of the Union.
- ii. A grievance shall be filed as soon as possible or not more than thirty (30) days following the time the grievor could reasonably have become aware of the circumstances which are the subject of the grievance.

44.2.3 Step 2

If the grievance is not resolved within seven (7) working days of the date of the request made for a meeting referred to in clause 44.2.2, the grievance shall be presented by letter through the president of the Union to the executive director, with a copy to the president of the Federation.

- i. The executive director or designate shall forthwith meet with the CEP president or designate and the grievor and attempt to resolve the grievance.

44.2.4 Step 3

If the grievance is not resolved within seven (7) working days of the receipt by the executive director of the letter referred to in clause 44.2.3, the Union may, within a further seven (7) working days, by letter to the executive director, refer the grievance to the Joint Committee.

- i. The Joint Committee shall be constituted in accordance with clause 44.12.

44.3 If the grievance is not resolved by the Joint Committee within thirty (30) working days of the referral to the Joint Committee, the Union may refer the matter to arbitration pursuant to clause 44.4 of this article.

44.4 When either party refers a grievance to arbitration, it shall notify the other party in writing.

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

44.5 The grievance shall be heard by a single arbitrator mutually agreed to by the parties.

44.5.1 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.

- 44.6 The fees and expenses of the arbitrator shall be equally shared by the parties.
- 44.7 The time limits established in this grievance procedure may be altered by mutual agreement of the parties.
- 44.8 No employee shall suffer any form of discipline or discrimination by the Federation as a result of her/his having filed a grievance or having taken part in any proceedings under this article.
- 44.9 No grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure.
- 44.10 If either party does not present the grievance to the next higher level, it shall not be deemed to have prejudiced its position on any further grievance.
- 44.11 Proposals and offers of settlement during the processing of the grievance shall be without prejudice and shall not be admissible at the arbitration hearing.

**44.12 Joint Committee Structure**

- 44.12.1 The Federation shall appoint and maintain a committee of two (2) persons to be called the "Committee on Labour relations", one (1) person of whom shall be designated as chairperson.
- i. The Federation at all times shall keep the Union informed of the individual membership of the committee.
- 44.12.2 The Union shall appoint and maintain a committee comprised of two (2) employees which shall be known as the "Union Grievance Committee".
- i. One employee on this committee shall be designated as chairperson.
  - ii. The Union at all times shall keep the Federation informed of the individual employees on the committee.
- 44.12.3 The Committee on Labour Relations and the Union Grievance Committee shall meet to negotiate or otherwise resolve, in as expeditious a manner as possible, any grievance arising and continuing between the Federation and the Union over the alleged violation of this collective agreement or over the interpretation and application of this collective agreement.
- i. Once convened, these committees shall be called the "Joint Committee."
- 44.13 Grievances of a general application may be referred directly to the Joint Committee.

**45. Article 45--Liaison Process**

- 45.1 The parties shall maintain a joint committee called the Liaison Committee consisting of not fewer than two (2) Federation and two (2) Union representatives.

- 45.2 The Liaison Committee shall meet to discuss Federation/Union relations, to exchange information and to attempt to resolve concerns or disputes.
- 45.3 The Liaison Committee shall meet three (3) times a year and within one (1) week of a request for a meeting by either party.
- 45.4 The minutes of a Liaison Committee meeting shall be circulated to the participants and to the Executive Committees of the Federation and the Union, and shall be approved by the Liaison Committee at a subsequent meeting.

**46. Article 46--Handling Member/Employee Concerns/Complaints**

46.1 In the event of a concern/complaint from a BCTF member regarding the work of an employee, the following will be the process for handling the concern.

46.1.1 The federation will:

- a. counsel the member to take the matter directly to the employee;
- b. unless the matter is to proceed under 46.1.3 below, inform the employee in order that the employee has the opportunity to pursue a resolution; and
- c. follow up after an interval, if the circumstances warrant it, to determine whether the persons have resolved the matter.

46.1.2 Should the foregoing fail to result in a resolution, the Federation will attempt to implement appropriate means of resolving the matter between the member expressing a concern and the employee.

46.1.3 Should the Employer receive a complaint that might lead to any form of disciplinary action against an employee covered by this collective agreement, the Employer shall follow the provisions of clause 10.3 of this agreement.

**47. Article 47--Liability Protection**

47.1 The Federation shall, by a motion of the Executive Committee or through a policy or policies of insurance, defend and indemnify each employee against liability arising from within the scope of his or her duties for the Federation.

**48. Article 48--Union Use of Federation Resources**

48.1 The Union shall have the right to hold meetings at any time on the premises of the Federation, outside of normal business hours, for the conduct of Union business provided the time and place of such meetings do not interfere with the normal operation of the Federation.



48.2 The Union shall have the right to use Federation building facilities and equipment, at cost, to type, print and prepare materials related exclusively to Union activities provided the use of such facilities and equipment does not interfere with the normal operation of the Federation.

48.3 A record shall be kept of the use of Federation facilities and equipment.

**49. Article 49--Return to Teaching**

49.1 The parties endorse the concept of continuing employees returning to teaching for periods of time.

49.2 To facilitate individual applications for leaves of absence for this purpose, pursuant to Article 36--Leave Without Pay, the Executive Director and the CEP President will meet upon request with the applicant.

**50. Article 50--Renovation/Relocation**

50.1 If during the term of the agreement the Federation decides to undertake major renovations, construction and/or relocation, the Union will be consulted on the design requirements and moving plans.

**51. Article 51--Copy of Agreement**

51.1 A copy of this collective agreement shall be made available to each employee.

**Signed on behalf of the Federation**

**Signed on behalf of the Union**

---

**Susan Lambert**  
**President, BCTF**

---

**Peter McCue**  
**President, CEP Local 464**

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**Jim Iker**  
**1st Vice President, BCTF**

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**Arnie Lambert**  
**Bargaining Chairperson, CEP Local 464**

**Appendix A - SALARY PLACEMENT AND SENIORITY OF EMPLOYEES  
at December 31, 2009**

<b>Name</b>	<b>Position</b>	<b>Salary</b>	<b>Aggregate Service (YY/MM/DD)</b>
Hinds, N.M.	Assistant Director	5	30/05/16
Kuehn, L.	Director	5 + DA	23/05/29
Chapman, A.	Assistant Director	5	19/09/22
McLaren, Rob	Director	5 + DA	17/02/00
Ross, M.	Assistant Director	5	13/07/00
Briard, Don	Assistant Director	5	11/11/06
McLaughlin, P.	Assistant Director	5	10/10/25
Lambert, A.	Director	5 + DA	09/06/00
Taylor, G.	Assistant Director	5	09/02/00
Brown, G.	Assistant Director	5	08/08/29
McCue, P.	Assistant Director	5	06/05/17
Denyer, D.	Assistant Director	5	05/06/00
Hoover, R.	Assistant Director	5 + DA	05/06/00
Turner, J.	Assistant Director	5	05/06/00
Peters, G.	Director	5 + DA	04/06/25
Tirk, C.	Assistant Director	3	02/11/14
Chelali, M.	Assistant Director	3	02/04/11
Kimms, M.	Assistant Director	3	02/01/00
Ellis, E.	Assistant Director	2	01/11/00
Popp, G.	Assistant Director	2	01/11/00
Arcari, C	Assistant Director	2	01/06/00
Chamberlain, J.	Assistant Director	2	01/06/00
Dumont, M.	Assistant Director	2	01/06/00
Kendrick, R.	Assistant Director	2	01/06/00
Merrifield, J.	Assistant Director	2	01/06/00
Overgaard, R.	Assistant Director	2	01/06/00
Richardson, K.	Assistant Director	2	01/06/00
Shields, K.	Assistant Director	2	01/06/00
Sims, J.	Director	2 + DA	01/06/00
Taylor, R.	Assistant Director	2	01/06/00
Trask, R.	Assistant Director	2	01/06/00
Wadge, J.	Assistant Director	2	01/06/00
Allevato, C.	Assistant Director	2	01/02/26
Langenmaier, K.	Assistant Director	1	01/00/00
Halme, D.	Assistant Director	1	01/00/00
Turner, P.	Assistant Director	1	00/01/00

Notes: DA signifies that the employee is entitled to a director's allowance, pursuant to clause 15.3, Same Aggregate Service in Alphabetical Order. No tiebreakers have been determined.

The following employees are on a term appointment as of December 31, 2009.

Overgaard, R.	July 1, 2008 – June 30, 2010
Tirk, C.	January 18, 2007 – February 28, 2011
Chelali, M.	August 21, 2007 – September 30, 2011
Ellis, E.	January 30, 2008 – March 10, 2012
Kimmis, M.	July 1, 2008 – August 10, 2012
Chamberlain, J.	July 1, 2008 – August 10, 2012
Dumont, M.	July 1, 2008 – August 10, 2012
Kendrick, R.	July 1, 2008 – August 10, 2012
Merrifield, J.	July 1, 2008 – August 10, 2012
Richardson, K.	July 1, 2008 – August 10, 2012
Taylor, R.	July 1, 2008 – August 10, 2012
Wadge, J.	July 1, 2008 – August 10, 2012
Langenmaier, K.	January 1, 2009 – February 11, 2013
Halme, D.	January 1, 2009 – February 11, 2013
Turner, P.	December 1, 2009 – January 10, 2014

Anniversary dates of employees who are entitled to increments

Allevato, C.	October 6th
Arcari, C.	July 1st
Chamberlain, J.	July 1 <sup>st</sup>
Chelali, M.	August 21 <sup>st</sup>
Dumont, M.	July 1 <sup>st</sup>
Ellis, E.	January 30 <sup>th</sup>
Halme, D.	January 1 <sup>st</sup>
Kendrick, R.	July 1 <sup>st</sup>
Kimmis, M.	July 1 <sup>st</sup>
Langenmaier, K.	January 1 <sup>st</sup>
Merrifield, J.	July 1 <sup>st</sup>
Overgaard, R.	July 1 <sup>st</sup>
Popp, G.	February 1st
Richardson, K.	July 1 <sup>st</sup>
Shields, K.	July 1st
Sims, J.	July 1st
Taylor, R.	July 1 <sup>st</sup>
Tirk, C.	January 18 <sup>th</sup>
Trask, R.	July 1 <sup>st</sup>
Turner, P.	December 1 <sup>st</sup>
Wadge, J.	July 1st

## Appendix B - LIFE INSURANCE

### GREAT-WEST LIFE ASSURANCE COMPANY

#### SCHEDULE OF BENEFITS

<b>Employee Classification</b>	<b>Amount of group life and accidental death and dismemberment insurance</b>
Under age 45	300 per cent of annual salary
Age 45 to 54	250 per cent of annual salary
Age 55 and over	200 per cent of annual salary
R-1 existing Retirees who retired before August 1, 1983 prior to age 65	Amount of coverage in effect on the last day of work
R-2 future Retirees who retire prior to age 65	100 per cent of annual salary in effect on the last day of work

All amounts are taken to the next-higher \$1,000 of coverage to a maximum benefit of \$240,000.

All benefits for class C terminate at age 70.

All benefits for classes D and E terminate at age 65.

## **Appendix C - LONG-TERM DISABILITY**

### **BCTF SALARY INDEMNITY PLAN SCHEDULE OF BENEFITS EFFECTIVE SEPTEMBER 1, 2001**

<b>WAITING PERIOD</b>	The number of days of Employer sponsored sick leave benefits
<b>BENEFITS FORMULA</b>	65 per cent first \$25,000.00 (gross) + 50% of the next 40% + 40% of the balance
<b>GROSS BENEFIT</b>	The amount derived from the benefit formula.
<b>COST-OF LIVING PERCENTAGE</b>	Based on CPI index and approved by the BCTF Executive Committee
<b>TAX STATUS:</b>	Non Taxable.

**OR**

### **GREAT-WEST LIFE ASSURANCE COMPANY SCHEDULE OF BENEFITS**

<b>WAITING PERIOD</b>	On the latter of: a. 185 working days b. the number of days of Employer sponsored sick leave benefits.
<b>BENEFITS FORMULA</b>	75 per cent of monthly earnings.
<b>GROSS BENEFIT</b>	The amount derived from the benefit formula. The maximum gross benefit is \$5000.
<b>INCOME BENEFIT</b>	The gross benefit, but not more than 80 per cent of gross pay.
<b>COST-OF LIVING PERCENTAGE</b>	3 per cent.
<b>TAX STATUS:</b>	Taxable.

**Appendix D - LETTER OF UNDERSTANDING - PARKING**

The parties agree that two representatives of the Employer and two representatives of the Union will meet to discuss parking issues.

“Signed Anita Chapman”

---

Signature (for the Union)

“Signed Jinny Sims”

---

Signature (for the Federation)

**Appendix E - LETTER OF UNDERSTANDING – Continuing and Term Assignments**

1. The BCTF and CEP 464 agree to a review and update of continuing and term assignment designations as per BCTF EC Minutes of June 10-12, 2004, page 20.
2. The review and updating process will include consultation with the Union and all affected employees and will be completed by November 30, 2010. Upon completion a copy of the designated positions shall be forwarded to the Union within fourteen (14) calendar days.
3. After the 2010 updated designations, a review and update shall occur biennially in conjunction with Article 5.2.1
4. Nothing in this Letter of Understanding will preclude the Employer from implementing the amended Article 5.9.

“Signed Arnie Lambert”

---

Signature (for the Union)

“Signed J.W. Dallamore”

---

Signature (for the Federation)



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CCD/11/0065  
CEP 2010-2013 Contract  
March 22, 2011



