

**WORKING DOCUMENT**

**LOCAL and PROVINCIAL COLLECTIVE AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO.8**

**(KOOTENAY LAKE)/**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**KOOTENAY LAKE TEACHERS' FEDERATION**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

***Effective July 1, 2013 to June 30, 2019***

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

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## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the parties for the period July 1, 2011 to June 30, 2013 including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2013 to June 30, 2019. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2019 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

## LOCAL PROVISIONS

### 6. No Strikes or Lock-outs

- a. The Association and its members agree that there shall be no cessation of teacher duties during the life of this Agreement, and the Board agrees it shall not lock-out teachers pursuant to Part 5 of the Labour Relations Code.

## ARTICLE A.2 RECOGNITION OF THE UNION

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

## LOCAL PROVISIONS

4. This Agreement shall apply to all teachers, holding valid B.C. Teaching Certificates, who are employed by the Board on continuing or term contracts. Certified teachers-teaching-on-call employed by the Board shall be entitled to only those terms and conditions of employment as set out in Article C.21.

For the purposes of this Agreement, "teacher" shall be defined as: certified teacher or associated professionals, as the context requires.

## ARTICLE A.3 MEMBERSHIP REQUIREMENT

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Kootenay Lake Teachers' Federation, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and



who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

#### **ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION**

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

#### **ARTICLE A.5 COMMITTEE MEMBERSHIP**

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher teaching on call costs shall be borne by the employer.

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

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

### **1.        Preamble**

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

### **Steps in Grievance Procedure**

### **2.        Step One**

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

### **3.        Step Two**

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

#### **4. Step Three**

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

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

- i. the number of representatives of each party at Step Three shall be three; and/or
  - ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

#### **5. Omitting Steps**

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

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

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "local matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

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

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a "provincial matters grievance," as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a "provincial matters grievance." The parties shall agree upon an arbitrator within ten (10) working days of such notice.

- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.

## **8. Arbitration (Conduct of)**

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
  - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
  - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
  - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

## **9. General**

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

## **ARTICLE A.7 EXPEDITED ARBITRATION**

### **1. Scope**

By mutual agreement, the parties may refer a grievance to the following expedited arbitration process.\*

### **2. Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall

- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

## **ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS**

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

## **ARTICLE A.9 LEGISLATIVE CHANGE**

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

## **ARTICLE A.10 LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT**

1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.

2. Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. Teachers teaching on call shall be paid in accordance with the collective agreement.

Note: The parties will develop a schedule of articles that are replaced by this article.

## **ARTICLE A.20 LEAVE FOR ASSOCIATION AND B.C.T.F BUSINESS**

### **1. Long-Term Leave**

Upon sufficient notice, the Board may approve full-time leave of absence, without pay, to a teacher for his/her term of office with the Association or the B.C.T.F. Leave under this section requires the approval of the Superintendent, who may also extend such leave, upon written request.

Request for leave under this section will not be unreasonably denied. Teachers on leave under this section must notify the Superintendent of their return by April 30th of the previous year. Upon return, a teacher will be assigned to a position for which he/she has the necessary qualifications in the same school where he/she worked before the leave. Failing this, the teacher shall be placed in a comparable position within the District for which he/she has the necessary qualifications.

### **2. Short-Term Leave:**

- a. Upon written notice from the Association, the Teacher Regulation Branch or the B.C.T.F., short-term leaves of absence for Association, Teacher Regulation Branch or B.C.T.F. business shall be granted to any teacher, with pay and without loss of seniority. All applications for leave under this section require the approval of the Superintendent. Requests for leave under this section shall not be unreasonably denied.
  - b. If a teacher-teaching-on-call is required, the cost shall be paid by the Association, the Teacher Regulation Branch, or the B.C.T.F., as the case may be.
3. The Board shall pay the teacher-teaching-on-call costs for up to three (3) members of the Association's bargaining committee to attend collective bargaining meetings with the Board and/or prepare for same, to a maximum of ten (10) teacher-teaching-on-call days each - a total of thirty (30) teacher-teaching-on-call days for negotiating any one Agreement.

## **ARTICLE A.21 PRESIDENT'S LEAVE**

1. The Board agrees to grant leave of absence to the Association President in accordance with the following sub-sections:



2. The Board will continue to pay the President his/her salary and to provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefit costs, upon receipt of a monthly statement. The above notwithstanding, the Board shall pay the President's Superannuation costs for the period of such leave.
3. The President shall be entitled to all rights of this Agreement and shall be subject to all of its conditions, as if he/she were not on leave.
4. The President shall inform the Board of the number of days or partial days, if any, that he/she was absent from presidential duties due to illness.
5. In the event the President is ill for an extended period and is unable to fulfil his/her presidential duties, the Board shall provide a teacher-teaching-on-call in order to permit another Association member to assume the duties of the President. The Association will pay for the cost of the teacher-teaching-on-call.
6. The President shall notify the Board by May 15th that he/she plans to return from such leave. Upon returning he/she shall be assigned to a position for which he/she has the necessary qualifications in the same school where he/she worked before the leave. Failing this, the teacher shall be placed in a comparable position within the District for which he/she has the necessary qualifications.

#### **ARTICLE A.22 SCHOOL STAFF REPRESENTATIVES**

1. School staff representatives, elected in accordance with Association procedures, shall have the rights which are set out in the following sub-sections:
2. After notifying the Administrative Officer, the right to convene membership meetings in the school to conduct Association business outside of instructional hours.
3. The right to attend meetings between Administrative Officers and teachers concerning personnel relations matters. Should the Administrative Officer call such meeting during the instructional day, the staff representative shall be relieved of instructional duties, with no loss of pay, when requested to attend by either the teacher or the Administrative Officer.

#### **ARTICLE A.23 SCHOOL STAFF COMMITTEES**

1. The staff of each school shall have the right to elect up to seven (7) representatives from among their members to a joint staff committee with the Administrative Officer or designate.
2. The representatives, so elected, shall be recognized as representing the views of the staff of the school and they shall be permitted to meet with the staff outside of instructional hours.

3. The purpose of this Article is to provide a formal vehicle for the staff of each school to give input to their Administrative Officers on items directly relating to the functioning of their school. In addition, this Article is intended to provide a vehicle for Administrative Officers to obtain formal input from their staffs on such matters.
4. The staff committee shall set its own schedule of meetings. When any member of the committee requests an additional meeting, such meeting shall be held no later than five (5) school days after the request for the meeting has been made. An agenda shall be developed prior to each committee meeting and the minutes of committee meetings shall be posted in each school.
5. Nothing in this Article is intended to restrict in any way other consultative processes which may take place between Administrative Officers and the staffs of their schools.

#### **ARTICLE A.24 ACCESS TO THE WORKSITE**

1. Representatives of the Association, and officers and staff of the B.C.T.F. authorized by the Association, shall have the right, with the agreement of the principal, to transact Association business on school property and to utilize District facilities, provided such activities or use does not interfere with teachers' or principals' duties.
2. Such access shall be governed by School District policies and procedures regarding visitor sign-in.

#### **ARTICLE A.25 USE OF SCHOOL FACILITIES**

1. With the agreement of the Administrative Officer, the Association shall have the right to use school facilities and equipment for Association meetings during all reasonable hours.

#### **ARTICLE A.26 BULLETIN BOARDS**

1. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, which shall be provided in each staff room in each school building.

#### **ARTICLE A.27 INTERNAL MAIL**

1. Where no operational difficulties are created, the Association may use the District's mail service and employee mailboxes for communication with bargaining unit teachers, at no cost to the Association.

## **ARTICLE A.28 PICKET LINE PROTECTION**

1. Teachers covered by this Agreement may refuse to cross picket lines.
2. Where, for any reason, a teacher fails to report for duty when a picket line is at his/her place of employment, the teacher shall be considered absent, without pay, and the Board shall not discipline such teacher by reason of his/her failure to report for duty.
3. The Board shall not request nor direct teachers in its employ to do work or to carry out duties normally performed by employees engaged in a legal strike or locked-out, nor will District teachers request or require students to carry out such duties.

## **ARTICLE A.29 NO CONTRACTING OUT**

1. Except as mutually agreed upon by the Board and the Association, the Board shall not contract-out work that is normally and regularly performed by members of the bargaining unit.

## **ARTICLE A.30 MANAGEMENT RIGHTS**

1. The parties agree, except as specifically limited by this Agreement or by applicable legislation, that the right and responsibility to manage all its operations fairly and reasonably is the exclusive responsibility of the Board.

## **ARTICLE A.31 EXCLUSIONS FROM THE BARGAINING UNIT**

1. Positions that are currently included in the bargaining unit shall not be excluded from the bargaining unit without the mutual agreement of the parties.
2. The Board will submit a position description to the Association for newly created positions which the Board wishes to exclude from the bargaining unit.
3. Notification of newly created positions will be submitted to the Association before such vacancies are advertised.
4. If the Association does not agree that a newly created position is excluded, a discussion will take place to resolve the matter. Should the parties fail to agree, the matter may be referred to the Labour Relations Board for resolution under Section 139 of the Labour Relations Code, on the basis of whether or not the position in question is that of a teacher, as defined in the School Act and Regulations.

## **ARTICLE A.32 EDUCATION ASSISTANTS**

### **1. Definition**

The term "education assistants" is used here to include teacher aides and/or classroom assistants in special needs situations.

2. All education assistants hired to assist teachers in carrying out their duties and responsibilities shall be under the general supervision of the Administrative Officer and under the direct instructional supervision of teachers to whom they are assigned.
3. An education assistant shall not assume, at any time, the direct instructional responsibility for providing educational programs to students or groups of students and shall not perform any of the duties of the teacher, except under the direct supervision of the teacher with whom he/she is presently working.
4. Teachers will not be required to participate in the evaluation of any education assistants.
5. Education assistants shall not be used as alternatives for qualified professional personnel, including librarians, counselors and teachers teaching on call.
6. For the purposes of this Article, the term “teacher” includes an Administrative Officer while performing teaching duties during the Administrative Officer’s assigned instructional time.

### **ARTICLE A.33 STAFF ORIENTATION**

1. A staff orientation, for newly hired continuing and term teachers commencing duties in that year, shall be held at a time mutually agreed to by the Board and the Association no later than November 1<sup>st</sup>.
2. This orientation shall be conducted jointly by the Board and the Association and shall acquaint the newly hired teachers with the basic operation of the District and their schools, and with the rights and responsibilities of the Collective Agreement.
3. The costs of this orientation shall be borne equally by the Board and the Association, fifty percent (50%) each, including the cost of teachers-teaching-on-call required to permit newly hired teachers to attend.

### **ARTICLE A.34 COPIES OF AGREEMENT**

A current copy of this Agreement shall be available on the School District website, and 60 printed copies will be supplied to the Association within thirty (30) days of the signing of the Agreement. The cost will be shared equally between the employer and the Association.

### **ARTICLE A.35 ACCESS TO INFORMATION**

1. Information which the Association reasonably requires to fulfill its role as the exclusive representative of employees in the Administration of this Collective Agreement will be provided to the Association upon written request, within ten (10) working days.
2. The Employer, upon written request by the Association, agrees to furnish to the Association, the following information within a reasonably timely basis:

- a. Agendas and minutes of public Board meetings and Board Committee meetings, annual audited financial statements and the preliminary and final budget as is approved by the Board that is public information;
- b. Associations' member information including a list of members, showing their names, addresses, phone numbers, grid placement, payroll information, seniority, assignment, and percentage of employment.
- c. Notification of job postings, transfers, hirings, resignation, retirements, employee deaths, discharges, and suspensions, and less than satisfactory evaluations prior to the final reports.

### **ARTICLE A.36      RIGHT TO REPRESENTATION**

A representative of the Association and/or the BCTF may attend a meeting between an employee and the employer concerning personnel relations matters at the request of either party. The employer is to be notified in advance if the employee will have a representative present at such meeting.

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

### **ARTICLE B.1      SALARY**

1. The local salary grids are amended to reflect the following general wage increases:
  - a. July 1, 2014–June 30, 2015
    - i. Effective September 1, 2014: 2.0% increase
    - ii. Effective January 1, 2015: 1.25% increase
  - b. July 1, 2015–June 30, 2016
    - i. Effective May 1, 2016: Economic Stability Dividend (ESD), if applicable
  - c. July 1, 2016–June 30, 2017
    - i. Effective July 1, 2016: 1.0% increase
    - ii. Effective May 1, 2017: ESD, if applicable
  - d. July 1, 2017–June 30, 2018
    - i. Effective July 1, 2017: 0.5% increase
    - ii. Effective May 1, 2018: 1.0% increase plus ESD, if applicable
  - e. July 1, 2018–June 30, 2019
    - i. Effective July 1, 2018: 0.5% increase
    - ii. Effective May 1, 2019: 1.0% increase plus ESD, if applicable
2. The following allowances shall be adjusted in accordance with the increases in Article B.1.1 above:
  - a. Department Head
  - b. Positions of Special Responsibility
  - c. First Aid
  - d. One Room School
  - e. Isolation and Related Allowances
  - f. Moving/Relocation
  - g. Recruitment & Retention
  - h. Mileage/Auto not to exceed the CRA maximum rate
3. The following allowances shall not be adjusted by the increases in Article B.1.1 above:
  - a. Per Diems
  - b. Housing
  - c. Pro D (unless formula-linked to the grid)
  - d. Clothing
  - e. Classroom Supplies

## **LOCAL PROVISIONS**

### **4. No Reduction as Result of Agreement**

- a. No teacher shall suffer a reduction in basic salary or benefits by reason only of the implementation of this Agreement.

### **5. Schedule "A", Salary Grid**

- a. The yearly salaries established in Schedule "A", Salary Grid, are incorporated into and form part of this Agreement.

### **6. Salary Category Verification - TQS**

- a. Except as specified in section 15, the salary category of all teachers shall be verified by the most recent evaluation of the Teachers' Qualification Service. Verification shall be the responsibility of the teacher.

### **7. Experience Within the Kootenay Lake School District**

- a. Salary increments shall be granted on the basis of one (1) increment for each Board appointed ten (10) F.T.E. months of teaching experience gained within the Kootenay Lake School District.

### **8. Experience Outside the Kootenay Lake School District**

- a. Teaching experience gained outside of the Kootenay Lake School District shall be credited for increment purposes, in accordance with the following subsections, provided such experience is deemed valid for such purposes by the Superintendent:
  - i. Experience gained in the British Columbia public school system, and in B.C. independent schools with a certificate of Group 1 classification per the Independent Schools Act, shall be credited on an F.T.E. basis, one (1) increment for each ten (10) accumulative months of such experience completed.
  - ii. Experience in B.C. Provincial Government schools or educational institutions, on the staff of the B.C. Ministry of Education, on the staff of a recognized university or college, and on the staff of Department of National Defence Schools, shall be credited on an F.T.E. basis, one (1) increment for each ten (10) accumulative months of such experience completed.
  - iii. Experience gained in schools outside the Province of B.C., where it can be proven, to the satisfaction of the Superintendent, that standards exist that are at least equivalent to those maintained within the B.C. public school system, shall be credited on an F.T.E. basis, one (1) increment for each ten (10) accumulative months of such experience completed.

- iv. Years of experience as a journeyman tradesman or under a professional designation may be considered valid and credit may be granted on an F.T.E. basis, one (1) increment for each ten (10) accumulative months of such experience completed, to a maximum of three (3) increments, for a teacher teaching technical, vocational or business courses requiring more than one-half (1/2) of his/her teaching time.

## **9. Experience Credit for Non-working Periods**

- a. Experience of up to ten (10) F.T.E. months, or such longer period, as approved by the Superintendent or designate, shall be credited for increment purposes as follows:
  - i. Secondment to the Association, elected office with the B.C.T.F., elected office with the Canadian Teachers' Federation, secondment to the Teacher Regulation Branch and secondment to the Ministry of Education,
  - ii. Approved maternity leave, including extended maternity leave, and
  - iii. Approved W.C.B. leave, sick leave, Short-Term Salary Indemnity and Long-Term Disability.

## **10. Experience Credit for Teacher-teaching-on-call Teaching**

- a. Service as a certified Teacher teaching on call in the Kootenay Lake School District shall be recognized for experience credit, on the basis of one (1) F.T.E. month's credit for each twenty (20) F.T.E. days of teacher-teaching-on-call time actually completed. Individual teacher-teaching-on-call days totalling less than twenty (20) F.T.E. days shall not be credited.

[Note: Effective September 19, 2014, Article B.1.10.a (Experience Credit for Teacher-teaching-on-call Teaching) is replaced by provincial Article C.4 (Teacher Teaching on Call Employment). See also Letter of Understanding No. 16.]

## **11. Teacher's Responsibility to Apply**

- a. Teachers shall be responsible for making application for credit for previous teaching experience gained outside the District and for providing all documentation required by the Superintendent or designate in support of their claims.

## **12. Retroactivity**

- a. i. Retroactivity for previous teaching experience and salary category shall be paid to the initial date of appointment, provided the necessary proof of experience has been received by the Superintendent or designate within the first four (4) months from the date of appointment. If the proof of experience has not been received within this initial four (4) month period, payment will commence on the first of the month following receipt of such proof, unless an extension of the four (4) month period has been approved by the Superintendent or designate, when circumstances warrant.



- ii. In the case of category upgrading, retroactivity shall be to the initial date of the upgrading, provided the necessary proof has been received by the Superintendent or designate within the current school year.

**13. Letters of Permission**

- a. Teachers holding Letters of Permission whose years of preparation can be equated to years of university training shall be placed in the category equivalent to the number of their years of university training.
- b. Teachers holding Letters of Permission whose years of preparation cannot be equated to years of university training shall receive a salary determined by the Superintendent; such salary shall not exceed Category 4 of this Agreement.

**14. Teacher's Appeal of Scale Placement**

- a. In the event any teacher is dissatisfied with his/her placement on the salary scale, a grievance may be initiated under section A.6.3 of the grievance procedure.

**15. Payment of Increments**

- a. Increments shall be paid on the first of the month following the month they become due. In the case of a teacher who begins employment on the first day of a month, the increments will be paid from the anniversary date of hire.
- b. The Board may withdraw one (1) increment if the teacher is at maximum or withhold one (1) increment, if the teacher is not at maximum, when the reports of the Superintendent of Schools indicate less than satisfactory performance.
- c. In any case, where an increment is to be withheld or withdrawn pursuant to Article B.1.15.b, the Board shall give the teacher concerned written notification on or before April 25th. The statement of reasons shall contain details of previous assistance offered to the teacher and details indicating prior notification of such action. The teacher may grieve the decision under Article A.6 Grievance Procedure.
- d. Any teacher whose increment has been withdrawn shall be returned to scheduled payment as of September 1st of any subsequent year in which a satisfactory report is given by the Superintendent of Schools.

**16. Definition of Day's Pay**

- a. For the purposes of this Agreement, a day's pay shall constitute one two-hundredth (1/200) of the teacher's annual salary including allowances.

## **ARTICLE B.2      TEACHER TEACHING ON CALL PAY AND BENEFITS**

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call, the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A teacher teaching on call shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee he/she is replacing is entitled to claim.
4. Teachers teaching on call shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. Teachers teaching on call shall be paid an additional compensation of \$3 (\$11 effective July 1, 2016,) over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50 (\$5.50 effective July 1, 2016). Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
  - a. An Employee who is employed as a teacher teaching on call shall be paid 1/189 of his/her category classification and experience, to a maximum of the rate at Category 5 Step 7, for each full day worked.
  - b. Effective July 1, 2016, an Employee who is employed as a teacher teaching on call shall be paid 1/189 of his/her category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

### **LOCAL PROVISIONS**

7. A non-instructional day occurring during a teacher-teaching-on-call assignment, when the Teacher teaching on call works the day before and the day after the non-instructional day, shall not be considered a day of work but shall not count as a break in service for purposes of sub-section B.2.6.b.
8. In the event a Teacher teaching on call's assignment is interrupted by the return of the regular teacher, and the regular teacher again becomes absent on or before the start of the third (3rd) school day following such return, with the result that the same Teacher teaching on call is re-assigned to that assignment in the same school, it shall not count as a break in service for purposes of sub-section B.2.6.b.
9. For pay purposes only, teachers-teaching-on-call shall be paid only for the time they actually work, but in no event shall a Teacher teaching on call, who is called in to work and who actually reports for work, be paid less than 0.4 of a day's pay, in total for all teaching duties performed on any day, irrespective of the number or type of teaching positions occupied or schools attended on that day.

## **10. Pay Days**

Teacher-teaching-on-call time sheets shall be submitted to the Board's payroll department by the Administrative Officers on the fifteenth (15<sup>th</sup>) day of each month and at the end of each month, with payment to the teachers to follow within five (5) school days after the time sheets are submitted.

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

**Does not apply in School District No. 08 (Kootenay Lake).**

## **ARTICLE B.4 EI REBATE**

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

## **ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN**

1. In this Article:
  - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

## **ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE**

1. The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

## **ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

### **1. Private Vehicle Damage**

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

### **2. Personally Owned Professional Material**

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

- a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;
- b. The claim for loss or damage exceeds ten (10) dollars;
- c. If applicable, a copy of the claim approval from his/her insurance carrier shall be provided to the employer;
- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

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

## **ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN**

**PCA Article B.8.1 through B.8.10 is not applicable in SD No. 08 (Kootenay Lake)**

### **LOCAL PROVISIONS**

#### **11. Twelve (12) Months' Pay**

The mutually developed approach by which employees may elect to be paid on a twelve (12) month basis rather than on the basis of ten (10) months shall be in effect for the term of this Agreement.

## **ARTICLE B.9 PAY PERIODS**

**PCA Article B.9.1 through B.9.3 is not applicable in SD No. 08 (Kootenay Lake).**

## LOCAL PROVISIONS

4. The Board shall pay each teacher in its employ twice per month. These payments shall be made on the thirteenth (13th) day and two (2) teaching days prior to the last day of the month. In the event the thirteenth (13th) falls on a weekend or holiday, the Board will pay on the closest previous Friday of the month. The pay on the thirteenth (13th) is to be considered a mid-month advance and shall approximate forty (40%) per centum of the monthly net pay. For the month of December, the total monthly salary will be paid on the thirteenth (13th).

## ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

1. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive the following reimbursement:

Effective July 1, 2013	50 cents/kilometer
Effective September 1, 2014	51 cents/kilometer
Effective January 1, 2015	52 cents/kilometer
Effective May 1, 2016	52 cents/kilometer
Effective July 1, 2016	52 cents/kilometer
Effective May 1, 2017	53 cents/kilometer
Effective July 1, 2017	53 cents/kilometer
Effective May 1, 2018	53 cents/kilometer
Effective July 1, 2018	54 cents/kilometer
Effective May 1, 2019	54 cents/kilometer

\*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use his/her personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

### PCA Article B.10.4 is not applicable in SD No. 08 (Kootenay Lake)

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

## ARTICLE B.11 BENEFITS

1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.

2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
3. Teachers Teaching on Call shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.
4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

## **LOCAL PROVISIONS**

### **5. Preamble**

- a. The benefits set out in the following sections shall be made available to continuing teachers and teachers on term appointments, pursuant to the eligibility requirements of such plans.
- b. The Board shall advise eligible teachers in writing, at the time they are hired, of the benefit plans for which they are eligible and the cost of such plans.
- c. The Board shall provide each eligible teacher, at the time they are hired, with an application or enrolment form for participation in the medical, dental, extended health benefit, group life insurance and superannuation plans, and shall assist newly hired teachers in applying for and obtaining coverage. In the event an eligible teacher does not wish to participate in a particular benefit plan where opting out is permitted, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
- d. No less often than once in each school year, the Board shall advise each full-time and part-time teacher, in writing, of the benefit plans in which they are currently enrolled, the benefit plans in which they are eligible to enrol and the cost of such plans.
- e. The Board shall notify teachers each month, on their month-end pay statements, of the accumulated sick leave they have to their credit.
- f. Except where a particular benefit plan makes coverage immediately available, or where a particular benefit plan does not permit coverage until a later date, benefit coverage under this Article shall commence on the first (1st) of the month following the date of hire.
- g. Upon termination, benefit coverage shall continue to the end of the month for which premiums have been paid.

**6. Medical Insurance**

- a. Teachers may participate in the British Columbia Medical Plan effective on appointment. The cost of such membership shall be borne twenty-five per centum (25%) by the teacher concerned and seventy-five per centum (75%) by the Board.

**7. Group Life Insurance**

- a. The Board shall pay seventy-five per centum (75%) of the cost of the B.C. Teachers' Federation/British Columbia School Trustees' Association Group Life Insurance Plan "B". Participation shall be a condition of employment.
- b. The teacher's contribution towards the cost of this policy shall be applied firstly to the premium for the amount of his/her insurance (if any) in excess of twenty-five thousand dollars (\$25,000.00), with the balance of the teacher's contribution (if any) shall be applied to the first twenty-five thousand dollars (\$25,000.00) of his/her insurance.

**8. B.C.T.F. Optional Term Life Insurance**

- a. The Board shall deduct the monthly premiums by payroll deduction from those teachers participating in the B.C.T.F. Optional Term Life Insurance Plan. The premiums for this optional life insurance plan shall be paid one hundred per centum (100%) by those teachers participating in the Plan.

**9. Salary Indemnification Plan**

- a. The Board shall pay its share of fringe benefit premiums while a teacher is in receipt of B.C. Teachers' Federation salary indemnity fund payments.

**10. Extended Health Benefits**

- a. The Board shall pay seventy-five per centum (75%) of the premium cost of the Provincial Extended Health Benefit Plan for any teacher who wishes to participate in the Plan.

**11. Dental Plan**

- a. Dental premiums will be determined as outlined in Letter of Understanding #2.

**12. Benefit Plan Information and Changes [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2 and LOU No. 9.]**

- a. The Board shall provide the Association with copies of any benefit plan documents the Board has in its possession describing the coverage available under the benefit plans set out in this Article. The Board shall forward copies to the Association of any new or amended plan documents which it subsequently receives.
- b. The coverage under these plans shall not be altered or amended without prior consultation with and agreement from the Association.



### **13. Death Benefits**

- a. Upon the death of a teacher in service, the Board shall pay the balance of the current month's salary, less statutory deductions, to the teacher's next of kin or to the teacher's estate.

## **ARTICLE B.12 CATEGORY 5+**

### **1. Eligibility for Category 5+**

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
  - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
  - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
  - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
- b. Post undergraduate diplomas agreed to by the TQS; or
- c. Other courses or training recognized by the TQS.

### **2. Criteria for Category 5+**

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

### **3. Salary Rate Calculation**

- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.

### **4. Application for Category 5+**

- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
- b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

**ARTICLE B.20 EARLY RETIREMENT INCENTIVE PLAN**

1. The Board will pay an allowance to continuing contract teachers who retire from teaching in the District under the Teachers' Pension Plan, before reaching age sixty (60), subject to the following conditions:

The teacher must:

- a. be age fifty-five (55) or over,
  - b. have completed ten (10) years or more continuous service in their continuing appointment with the Board,
  - c. be actively employed at the time of retirement (including those on paid sick leave from the Board, but excluding those who have been accepted on SIP and LTD or who are on unpaid leave).
2. The allowance will be paid in one (1) or more installments, as requested by the teacher, and shall be calculated as a percentage of the teacher's salary scale, exclusive of allowances, in the following amounts:

Age At Retirement	One (1) Payment in First Year	Five (5) Equal Payments in Five (5) Years
60	25.0%	50.0%
59	28.5%	57.0%
58	32.0%	64.0%
57	35.5%	71.0%
56	39.0%	78.0%
55	42.5%	85.0%

3. The amount so calculated shall be on dates mutually agreed between the applicable teacher and the Secretary-Treasurer, starting in the teacher's first (1st) year of retirement.
4. The retiring teacher's age shall be defined as his/her actual age at the effective date of retirement.
5. The above allowances shall be calculated on a pro rata basis in accordance with the average yearly percentage of time the applicable teacher actually worked in the five (5) years immediately preceding his/her retirement.
6. In order to be eligible for this incentive, teachers must apply in writing to the Superintendent or designate by March 31st of one school year, for retirement to take place in the next budget year (i.e., after July 1st).

7. Provided the terms of the applicable policies permit, individuals who retire early under this Article may maintain coverage on the following benefit plans for a maximum period of five (5) years by paying one hundred per centum (100%) of the premium costs:
  - a. dental,
  - b. extended health benefits,
  - c. group insurance (if plan permits for retirees).
8. The Board reserves the right to restrict the number of Early Retirement Incentives it grants in any one (1) year, on the basis of available funding. Seniority shall be the deciding factor when the Board does not permit all the teachers who wish to retire early in one (1) year to do so.
9. The provisions of this Article are subject to compliance with all applicable legislative requirements. In the event the Ministry initiates an Early Retirement Incentive, the Board shall have the right to modify the above Plan so that the Board may avail of any funding provided by the Ministry for such purposes. In this eventuality, the amended Plan shall pay benefits which are at least as great as those set out above.
10. It is understood that this Plan shall be implemented on the basis that there is no cost to the Board.

## **ARTICLE B.21      TEACHER-IN-CHARGE**

### **1.      Method of Appointment**

- a. At the start of each school year, the Administrative Officer in each school shall solicit the staff to determine those teachers who wish to serve as teacher-in-charge during that year.
- b. When all Administrative Officers in a school are to be absent for one-half (1/2) day or more (i.e., the whole morning session or the whole afternoon session), a teacher-in-charge shall normally be appointed.
- c. When no teachers respond under sub-section B.21.1.a, or when those who respond are unavailable or not selected by the Administrative Officer, the Administrative Officer shall seek a volunteer from among the teaching staff of the school to fill the capacity. When no teacher volunteers, the Administrative Officer retains the right to assign a teacher to the capacity.

### **2.      Duration of Assignment**

- a. Teachers-in-charge shall not be required to work in such capacity for more than ten (10) consecutive school days on any one assignment, unless a longer period is agreed to by the President of the Association and the teacher involved, which agreements shall not be unreasonably denied.

### **3. Duties of Teachers-In-Charge**

- a. Teachers-in-charge shall assure that the safety of the students and the security of the school are maintained, and shall deal with emergent matters, with assistance from District supervisory staff as required. Routine attendance recording and information reporting shall be maintained. Teachers-in-charge may be required to perform other duties of the absent Administrative Officer, but in no event shall they be responsible for:
  - i. long range planning,
  - ii. evaluating and disciplining teachers and/or teacher support staff, and
  - iii. decisions involving school budgets.

### **4. Remuneration**

- a. Teachers-in-charge shall be paid an additional daily amount equal to one-two hundredths (1/200) of the difference between the current payment of V.P. II positions and a Category 6 maximum years' experience teaching position for each day or part day so acting.

### **5. Release Time**

- a. When acting as a teacher-in-charge for one-half (1/2) day or more, as defined above, the teacher in question shall be provided with two (2) hours release time daily for administration purposes. Additional release time may be granted by the Superintendent or designate when circumstances warrant. No release time shall be granted when a teacher acts as teacher-in-charge for less than one-half (1/2) day, as defined above.

## **ARTICLE B.22 POSITIONS OF SPECIAL RESPONSIBILITY**

### **1. Job Descriptions**

- a. Job descriptions for positions of special responsibility shall be developed and kept current by the Superintendent or designate and/or Principal/Vice Principal of the applicable school. These descriptions shall be the recognized job descriptions for these positions.

### **2. Posting Requirements**

- a. Department Heads shall be appointed for one (1) year terms. When there is a need to appoint a Department Head in a school, the position shall be posted within that school by May 30<sup>th</sup> and selection shall be made by the Administrative Officer by June 15<sup>th</sup>. Should no teacher apply, or should those who apply not be selected by the Administrative Officer, the position may be posted in accordance with sub-section E.21.2.a.
- b. Other positions of special responsibility which the Board wishes to fill shall be posted in accordance with sub-section E.21.2.a.

### 3. Annual Allowances

- a. Teachers appointed to the following positions of special responsibility shall be paid the following annual allowances:

#### Department Head:

Effective July 1, 2013	\$2,665.00
Effective September 1, 2014	\$2,718.30
Effective January 1, 2015	\$2,752.28
Effective May 1, 2016	\$2,764.66
Effective July 1, 2016	\$2,792.31
Effective May 1, 2017	\$2,802.08
Effective July 1, 2017	\$2,816.09
Effective May 1, 2018	\$2,844.26
Effective July 1, 2018	\$2,858.48
Effective May 1, 2019	\$2,887.06

\*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

#### Coordinator:

Effective July 1, 2013	\$3,752.00
Effective September 1, 2014	\$3,827.04
Effective January 1, 2015	\$3,874.88
Effective May 1, 2016	\$3,892.31
Effective July 1, 2016	\$3,931.24
Effective May 1, 2017	\$3,945.00
Effective July 1, 2017	\$3,964.72
Effective May 1, 2018	\$4,004.37
Effective July 1, 2018	\$4,024.39
Effective May 1, 2019	\$4,064.64

\*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

### ARTICLE B.23 SUMMER SCHOOL

1. Teachers teaching in a summer school organized and run solely by the Kootenay Lake School District shall be paid at their normal placement on the salary scale. The other terms and conditions of this Agreement shall not apply to such employment, except Article E.26, Falsely Accused Teacher Assistance.
2. Nothing in this Article requires the Board to organize or run summer school.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
  - a. Effective September 1, 2006 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to ten (10) years of seniority accumulated in other school districts in BC.
  - b. Seniority Verification Process
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher-teaching-on-call
  - a. A teacher teaching on call shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
  - b. For the purpose of calculating seniority credit:
    - i. Service as a teacher teaching on call shall be credited:
      1. one half (1/2) day for up to one half (1/2) day worked;

- 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
- ii. Nineteen (19) days worked shall be equivalent to one (1) month;
- iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.
- 4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
- 5. No employee shall accumulate more than one (1) year of seniority credit in any school year.
- 6. Any provision in the Previous Collective Agreement which provides a superior accumulation and/or application of seniority than that which is provided pursuant to this article, shall remain part of the Collective Agreement

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

## **LOCAL PROVISIONS**

### **7. Principle of Security**

- a. The Board and the Association agree that increased length of service in the employment of the Board entitles employees on continuing appointment to a commensurate increase in security of employment. The application of this principle shall be on a District-wide basis.

### **8. Definition of Seniority**

- a. For purposes of this Agreement, seniority shall be earned and exercised only by continuing employees, after they have been confirmed in their continuing appointments by the Board pursuant to section C.20.4.

Seniority shall include a continuing employee's previous service:

- i. on term appointments, and
- ii. (1) Service for which Teacher-teaching-on-call seniority is accumulated and credited pursuant to PCA Article C.2.3; and

- (2) as a Teacher teaching on call in excess of one hundred and sixty (160) F.T.E. teacher-teaching-on-call days accumulated after September 1, 1990 and prior to April 1, 2006. Teacher-teaching-on-call service shall be credited for seniority purposes on the basis of one (1) month's seniority for each twenty (20) F.T.E. days of teacher-teaching-on-call time actually completed in excess of one hundred and sixty (160) F.T.E. teacher-teaching-on-call days, as above. Individual teacher-teaching-on-call days totalling less than twenty (20) days shall not be credited.
- iii. Effective January 1, 1985 and not retroactively, for purposes of calculating seniority, part-time teaching shall be credited fully as if it were full-time service.
- iv. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than 1 year of seniority for any school year.
- b. When the seniority of two (2) or more employees is equal pursuant to sub-section C.2.8.a, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- c. When the seniority of two (2) or more employees is equal pursuant to sub-section C.2.8.b, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more employees is equal pursuant to sub-section C.2.8.c, the question of order of seniority shall be referred to the Joint Teacher/Trustee Committee, established under sub-section C.3.1.b, for resolution. This committee shall have made available to it all pertinent teaching experience information.
- e. For purposes of this section, leaves of absence in excess of one (1) month shall not count towards seniority with the Board, except:
  - i. maternity leave and extended maternity leave,
  - ii. educational leave approved by the Board, including section G.21.14,
  - iii. leave for duties with the Association, the B.C. Teachers' Federation, the Teacher Regulation Branch, or the Canadian Teachers' Federation,
  - iv. secondment to the Ministry of Education, a faculty of education, or pursuant to a recognized teacher exchange program,
  - v. long-term sick leave,
  - vi. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas,
  - vii. leave to serve as an elected public official,



- viii. personal leave for up to two (2) years, and
  - ix. compassionate care leave (Article G.2).
- f. For purposes of this section, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three (3) years, or by layoff and recall in accordance with this Article. Seniority will not accumulate during periods of resignation. Seniority that was previously ported from SD No. 8 to another school district pursuant to C.2.2 shall not be credited upon re-engagement, unless such seniority is subsequently ported back to SD No. 8 pursuant to C.2.2

## **9 Seniority List**

- a. By October 15 of each year, the Board shall forward to the Association a seniority list covering all continuing employees employed by the Board, in descending order of their seniority, as of September 1st of that year.

## **ARTICLE C.3 EVALUATION**

- 1. The purposes of evaluation provisions include providing employees with feedback, and employers and employees with the opportunity and responsibility to address concerns. Where a grievance proceeds to arbitration, the arbitrator must consider these purposes, and may relieve on just and reasonable terms against breaches of time limits or other procedural requirements.

## **ARTICLE C.4 TEACHER TEACHING ON CALL EMPLOYMENT**

- 1. Experience Credit
  - a. For the purpose of this article, a teacher teaching on call shall be credited with one (1) day of experience for each full-time equivalent day worked.
  - b. One hundred seventy (170) full-time equivalent days credited shall equal one (1) year of experience.
- 2. Increment Date for Salary Grid Placement

Upon achieving one (1) year of experience, an increment shall be awarded on the first of the month following the month in which the experience accumulation is earned.

## **ARTICLE C.5      LAYOFF, RECALL, AND SEVERANCE**

### **1.      Definition of Qualifications**

- a.      For purposes of this Article, necessary qualifications in respect of any teaching position means possession of a valid teaching certificate for the Province of B.C., membership in the Teacher Regulation Branch, and a reasonable expectation by the Superintendent that the teacher will be able to perform the duties of the position (including, when required by the Superintendent or designate, a written commitment by the teacher to undertake a Pro-D program to achieve the qualified status, as set out in sub-sections i. and ii. below, within two (2) years of receiving the appointment), and:
  - i.      a university teaching major or its equivalent which is directly related to the position in question, and/or
  - ii.     substantial teaching experience in a similar position during the past five (5) years, with evidence of successful application of instructional and professional skills and evidence of satisfactory performance.
- b.      Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, the question shall be referred to the Joint Teacher/Trustee Committee, comprising two (2) teacher representatives and two (2) Board representatives. If there is no majority decision at this level, the question shall be submitted to a mutually agreeable third party (one person), who shall render a final and binding decision.

### **2.      Layoff Order**

- a.      When, for educational or budgetary reasons, the Board reduces the number of teachers, teachers on term appointments shall be terminated first, after which continuing full-time and continuing part-time teachers shall be laid-off in reverse order of their seniority, provided always that the teachers (including those on term appointments) to be retained possess the necessary qualifications to fill the positions which remain, as defined in section C.5.1.
- b.      The above notwithstanding, when the Board reduces the number of teachers, it shall be entitled to transfer teachers so as to meet its educational and operational requirements and such transfers shall not be subject to any other provision of this Article.

### **3.      Layoff Notice Requirements**

- a.      The Board shall give as much notice as operationally possible to teachers it intends to lay-off, but in no event shall layoff notice be less than thirty (30) teaching days. Should the Board not provide this minimum notice, it shall pay the affected teacher for that portion of notice not given. This notice shall contain the reason for the layoff and a list of the positions filled by teachers with less seniority who are to be retained. The Board shall forward copies of all such notices to the Association.

#### **4. Exercise of Seniority by Laid-Off Teachers**

- a. Subject to possessing the necessary qualifications, continuing teachers who are laid-off during a school year shall be eligible to exercise their seniority starting with the most junior teacher in the District, as follows:
  - i. in semester schools, at the commencement of a new semester and immediately following spring break, or
  - ii. in schools operating a quarter system, at the beginning of any quarter, or
  - iii. in other schools, on September 1st, January 1st and immediately following spring break.
- b. The onus of proof of qualifications for other positions falls on the teacher who is to be laid-off. Such proof must be produced and submitted to the Superintendent or designate within ten (10) school days of receipt of lay-off notice.

#### **5. Recall List**

- a. Continuing teachers who are laid-off under this Article and who do not elect to take severance pay pursuant to Article C.5.12, shall be placed on the recall list for a period of three (3) consecutive years from the date of their layoff. Copies of the recall list will be sent to each individual on the list and to the Association once during the fall term and once during the spring term, each year.

#### **6. Recall Rights**

- a. When a continuing or term position becomes available, the Board shall first recall laid-off continuing teachers from the recall list, in seniority order, provided the teacher(s) in question has the necessary qualifications for the available position, before the Board offers employment to a new employee. If the most senior laid-off teacher on the recall list, possessing the necessary qualifications, declines the offer, the position shall be offered to the next most senior qualified teacher on the recall list, and so on, until the position is filled or all qualified laid-off teachers on the recall list have been offered the position. All continuing and term positions shall be filled in this fashion while there are laid-off teachers on the recall list who retain the right of recall.
- b. It shall be the responsibility of each laid-off teacher to keep the Board informed of his/her current address.
- c. Offers of recall will be sent via courier and must be signed for, to the last known address, and the offer will be held open for a maximum of ten (10) days. Failure to respond to an offer within ten (10) days will result in forfeiture of that teacher's right of recall to that position.
- d. A teacher who is offered recall under this section shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer.

- e. The Board shall allow ten (10) days from an acceptance of an offer of recall under this section for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed.

## **7. Loss of Recall Rights**

- a. A teacher's right to recall under this Article will be lost:
  - i. if the teacher elects to take severance pay under Article C.5.12, or
  - ii. If the teacher does not accept, or does not respond to two (2) offers of recall to positions for which he/she possesses the necessary qualification and does not require a one-way drive of more than forty-eight (48) kilometers from their normal place of residence within the District at the time of the layoff to the new school, or
  - iii. three (3) years elapse from the date of lay-off under sub-section C.5.2.a.
- b. Subsection ii. above shall not apply if, at the time of such offer, the teacher would be entitled to maternity leave or is attending university full-time.

## **8. Effect of Term or Teacher-teaching-on-call Employment on Recall Rights**

- a. When a laid-off continuing teacher on the recall list accepts either a term appointment or a teacher-teaching-on-call assignment with the Board, it shall not create any new or additional recall rights to a continuing position.

## **9. Reinstatement of Sick Leave on Recall**

- a. A teacher who is recalled under this Article shall be entitled to all sick leave credits accumulated at the date of lay-off.

## **10. Maintenance of Benefits**

- a. A teacher who retains recall rights under this Article shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of his/her share of the benefit costs for the first two (2) months following the lay-off and the Board shall continue to pay its portion of such costs. After two (2) months, the laid-off employee must pay one hundred percent (100%) of the benefit costs, if coverage is to be maintained.

## **11. Application to Part-Time Teachers**

- a. In the application of this Article to continuing part-time teachers, a continuing part-time teacher who possesses the necessary qualifications and is senior to another continuing part-time teacher shall be entitled to be retained or recalled to employment:
  - i. if the junior teacher's position is of the same percentage of time, or

- ii. if the junior teacher's position is of a lesser percentage of time and the senior continuing part-time teacher elects to claim it.
- b. Continuing part-time teachers shall not be entitled to be retained in or recalled to a part-time position of greater percentage of time.

## **12. Severance Pay**

- a. A teacher on continuing contract who has completed the initial ten (10) F.T.E. months on such contract, and who is laid-off under sub-section C.5.2.a, may elect to resign and receive severance pay within ninety (90) calendar days of the effective date of such lay-off.
- b. Teachers who elect to take severance pay under this Article shall not retain rights of recall to employment under Article C.5.
- c. Severance pay shall be calculated at the rate of seven percent (7.0%) of one (1) year's salary for each year of continuous service since the date of last hire to a continuing contract with the Kootenay Lake School District, to a maximum of sixteen (16) month's pay. The salary on which severance pay is calculated shall be the teacher's basic salary at the time of his/her layoff.
- d. The teacher may elect to receive severance pay as follows:
  - in one lump sum payment, less statutory deductions, within ninety (90) calendar days of being laid-off;
  - in equal monthly installments, less statutory deductions, on regular teacher pay days, commencing on the next teacher pay day following his/her resignation pursuant to C.5.12.a above.
- e. A teacher who resigns and receives severance pay under this Article and who is rehired by the Board shall retain such payment.

## **ARTICLE C.20 CONTINUING CONTRACTS**

### **1. Initial Appointment to Continuing Contracts**

- a. All teachers, other than teachers on-call, appointed by the Board to the teaching staff of the District shall be placed on continuing contracts of employment, except for term appointments:
  - i. to replace a continuing contract teacher during that teacher's leave of absence, or
  - ii. to replace another teacher on term appointment, or
  - iii. to fill a position that is temporarily created by the Board for bona fide educational reasons, or as a result of enrolment fluctuations, or

- iv. to fill a position that has been vacated by another teacher during a school year.

## **2. Automatic Appointment to Continuing Contract**

- a. Term teachers who are reappointed to the teaching staff of the District, who have previously completed ten (10) F.T.E. months of service within the preceding three (3) school years, shall be granted a continuing contract of employment.
- b. The above notwithstanding, teachers on a term appointment under subsection C.20.1.a.i, who are replacing continuing contract teachers on a leave of absence for longer than ten (10) consecutive F.T.E. months, shall not be appointed to a continuing contract until the leave comes to an end and the (term) teacher has subsequently been reappointed to the teaching staff of the District within the next school year.

## **3. Initial Assessment**

- a. All teachers newly appointed to continuing and/or term contracts of employment shall be subject to assessment during the initial ten (10) F.T.E. months of such contracts.
- b. During the initial ten (10) F.T.E. months, the contracts of newly appointed continuing and/or term teachers may be cancelled by the Board should they fail to maintain an acceptable teacher evaluation, or for any other bona fide work related reason.
- c. Term teachers, who complete the initial ten (10) F.T.E. month assessment on their term contract and who are subsequently appointed to a continuing contract in accordance with section C.20.2, shall not also be subject to additional initial assessment during the initial ten (10) F.T.E. months of their continuing contract.
- d. The Superintendent or designate shall notify the Association as soon as he/she becomes aware that a less than satisfactory learning situation exists in the classrooms of continuing and/or term teachers during the initial ten (10) F.T.E. months of their contracts.

## **4. Confirmation of Continuing Appointments**

- a. Upon the successful completion of the initial ten (10) F.T.E. months on a continuing contract, the teacher's continuing appointment shall be confirmed in writing by the Board.

## **5. List of Term Teachers**

- a. On October 15th and February 15th of each school year, the Board agrees to provide the Association with a list of teachers hired on term contracts, which list shall include the total F.T.E. months of service within the preceding three (3) years of the term teachers on the list; and a list of continuing contract teachers on leave of absence.

## **ARTICLE C.21      CERTIFIED TEACHER-TEACHING-ON-CALL EMPLOYMENT RIGHTS**

### **1.      Certified Teacher-teaching-on-call**

- a.      The Board shall maintain and circulate a list of certified teachers-teaching-on-call teachers, as approved by the Superintendent or designate.
- b.      Section C.23.1 notwithstanding, the Board may add names to, or delete names from, the certified teacher-teaching-on-call list. However, when the Board removes a name from the list, it shall advise the teacher in question as to the reasons for so doing. The Superintendent or designate shall meet with the teacher and the President of the Association to discuss the matter, if the teacher so requests. The Superintendent or designate may be accompanied by other District administrative staff at this meeting.
- c.      The Board shall forward a copy of the approved certified teacher-teaching-on-call list to the Association in the months of October and January of each school year, and shall update the list monthly.
- d.      When a Principal/Vice Principal requires a Teacher teaching on call to replace a continuing or term teacher who is temporarily absent from his/her teaching duties, the Principal/Vice Principal shall endeavour to employ a certified teacher-teaching- on-call teacher from the above list.

### **2.      Teacher-teaching-on-call Duties**

- a.      Teachers-teaching-on-call may be required to perform the duties of more than one (1) teacher.
- b.      Teachers-teaching-on-call shall be informed of the duties they will be required to perform, at the time they are contacted to report for work.

### **3.      Temporary Re-assignment of Existing Teachers**

- a.      When a continuing or term teacher is temporarily absent from his/her teaching duties, the Principal/Vice Principal may temporarily re-assign another teacher to cover for such absence, for periods up to five (5) school days at any one time, provided the teacher in question agrees with the temporary re-assignment.

### **4.      Term Appointments When Medical Absences Exceed Twenty Days**

- a.      Where the Board receives a letter from either the teacher, or the teacher's doctor, establishing that the continuing or term teacher's medically approved absence will extend for twenty (20) or more working days from the date such letter is received, the vacancy shall be filled by a term appointment. In the event that the incumbent Teacher teaching on call is selected to fill the vacancy, the term appointment shall apply retroactively.

## **5. Teacher-teaching-on-call Teaching by Existing Part-Time Teachers**

- a. When a currently employed continuing or term part-time teacher accepts additional teaching duties as a Teacher teaching on call, he/she shall receive additional pay only for the time actually worked as a Teacher teaching on call, which pay shall be at the teacher-teaching-on-call rate.

## **6. Other Provisions of Agreement Applying to Certified Teachers-teaching-on-call**

- a. Certified teachers-teaching-on-call shall be eligible for the following other provisions of this Agreement:
  - i. Articles: A.6, A.32, B.7, B.21, B.22, D.4, D.20, D.21, D.24, D.26, E.20, E.25, E.27, F.20, F.21, F.22, and G.21,
  - ii. Sections and Sub-sections: A.3.1, A.4, A.20.3, A.27, B.1.5, B.1.7, B.1.8, B.1.9, B.1.11, B.1.12, B.1.13, B.1.14, B.1.15, B.1.16, C.3.

## **ARTICLE C.22 PART-TIME TEACHERS' EMPLOYMENT RIGHTS**

### **1. Requests for a Part-time Assignment**

- a. A continuing full-time teacher may, without prejudice to that appointment, request a part-time assignment. The teacher shall specify the fraction of time and the period for which the part-time assignment is requested, at the time of making the request. The Superintendent or designate shall not unreasonably refuse such requests.
- b. When a request is granted under sub-section C.22.1.a, the teacher shall, for pension purposes, be deemed to be on leave of absence status for the balance of the full-time assignment.
- c. A teacher, who receives a part-time appointment under sub-section C.22.1.a, shall be entitled to return to a full-time appointment, similar to the one previously occupied, at the expiration of the part-time appointment. The teacher may return to a full-time appointment at an earlier date, or may extend the period of part-time appointment, upon the approval of the Superintendent or designate.
- d. A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional part-time appointment. The teacher shall specify the fraction of time and the period for which the additional part-time assignment is requested, at the time of making the request. Such requests shall be approved at the discretion of the Superintendent or designate, in accordance with sub-section E.21.2.b.

### **2. Part-Time Teacher Pay and Benefits**

- a. Part-time teachers shall be paid that portion of the applicable scale placement, pro-rated on the basis of the portion of the instructional week actually worked.



- b. Part-time teachers, whose appointment is .5 or greater, shall be eligible for the same benefits and conditions of this Agreement as full-time (100%) teachers.
- c. Where a statutory holiday falls on a day when instruction would otherwise take place and a part-time employee would not be scheduled to work on that day, such part-time employee shall receive payment in lieu of the holiday calculated on the basis of his/her overall fraction of appointment multiplied by 1/200 of his/her annual salary scale placement.

## **ARTICLE C.23 DISCIPLINE AND DISMISSAL**

### **1. Just Cause Requirement**

- a. The Board shall not discipline or dismiss any employee unless just and reasonable cause exists for such discipline or dismissal.
- b. The above notwithstanding, cancellation by the Board of continuing and term contracts during their initial ten (10) F.T.E. months shall be permitted pursuant to the terms of sub-section C.20.3.b.
- c. At an arbitration respecting the discipline or dismissal of an employee, no material from that alleged member's personnel file may be presented, unless the material was brought to the member's attention not less than forty-eight (48) hours prior to the arbitration hearing.

### **2. Dismissal for Personal/Professional Misconduct**

- a. Where an employee is under investigation by the Board for alleged personal or professional misconduct, which misconduct might give grounds for a suspension or dismissal, the employee and the Association shall be immediately advised of that fact, in writing, and of the particulars of such allegations, unless reasonable grounds exist for the Board to conclude that such notification would prejudice its investigation. In any event, the employee and the Association shall be notified of such matters at the earliest reasonable time, and before any action is finalized by the Board.
- b. In addition, the employee shall be advised of his/her right to be accompanied by a representative of the Association, at any meeting in connection with such investigation.
- c. Unless the employee waives the right to such meeting, the Board shall not suspend or dismiss an employee for personal or professional misconduct (other than a suspension to which section 15(4) and 15(5) of the School Act reasonably apply), unless the Board has, prior to taking such action, held a meeting of the Board, with the employee entitled to be present, in respect of which:
  - i. the employee and the Association have been given seventy-two (72) hours' notice,

- ii. at the time such notice is given, the employee and the Association shall be given a full and complete written statement of the particulars of the allegation(s), and all documents that will be considered at the meeting,
  - iii. the employee, or the Association on the employee's behalf, may file a written reply to the allegations prior to the meeting,
  - iv. at such meeting the employee shall be accompanied by a representative and/or advocate appointed by the Association, and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board,
  - v. the decision of the Board shall be communicated, in writing, to the employee and the Association, and shall contain a full and complete statement of the grounds for the decision.
- d. Where an employee is suspended under Section 15(5) of the School Act, the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the employee.
  - e. In the event there is a release to the media or the public by either party respecting an allegation under this section, its investigation by the Board, and/or the outcome of that investigation, the releasing party shall discuss the contents of its release with the other party in advance of making such release.
  - f. Where an employee has been dismissed for alleged personal or professional misconduct under this section, the employee shall have the right, through the Association, to refer a grievance directly to arbitration under section A.6.3.

### **3. Dismissal Based on Teaching Performance**

- a. The Board shall not dismiss a continuing teacher, whose appointment has been confirmed in writing by the Board pursuant to section C.20.4, for less than satisfactory teaching performance, unless the Board has received not less than three (3) consecutive evaluation reports, completed pursuant to sub-section C.24.1.a, indicating that the learning situation in the class or classes of that teacher is less than satisfactory.
- b. The evaluation reports referred to above shall normally have been issued in a period of not less than twelve (12) months, nor more than twenty-four (24) months, excluding a plan of assistance developed pursuant to the Evaluation Model referred to in sub-section C.24.1.a, or such longer period to account for periods when the teacher is not otherwise at work, provided the Association agrees to such extension.

- c. The three (3) summative evaluations shall be written independently of each other by three (3) different evaluators. Provided no determination of bias has been made by the Superintendent pursuant to the Evaluation Model, the first report shall be written by the Principal/Vice Principal of the school to which the teacher has been assigned; the remaining evaluations shall be written by any two (2) of the following:
  - i. the Superintendent of Schools or an Assistant Superintendent of Schools;
  - ii. a Director of Instruction;
  - iii. any other evaluator qualified pursuant to the School Act.
- d. A teacher who receives not less than three (3) consecutive summative reports of less than satisfactory performance in accordance with this Article shall be informed in writing by the Superintendent of his/her employment status. Any dismissal for less than satisfactory performance in accordance with this Article shall be subject to the grievance procedure.

## **ARTICLE C.24 TEACHER EVALUATION**

### **1. District Evaluation Model**

- a. Teachers will be evaluated using the evaluation model set out below, which model may be amended during the term of this Agreement on the basis of Section C.24.3 below.
- b. Teacher Evaluation Model
 

Two types of teacher evaluations may be written:

  - i. regular;
  - ii. confirmatory.
- c. Process for Regular Evaluation of Teachers
  - i. All teaching reports on the work of a teacher shall be in writing. Teachers may ask for letters of reference or recommendation which cover areas outside of the teaching assignment.
  - ii. At least two (2) weeks prior to commencing formal observations, the evaluator shall meet with the teacher to discuss the process of evaluation, the criteria involved and to seek agreement on the time span and the schedule of observations.
  - iii. Any less than satisfactory report on a teacher shall be based on not less than three (3) formal observations which reflect the teacher's assignment.
  - iv. Extra-curricular activities and participation in union activities are outside the scope of evaluating and reporting on the work in the classroom.

- v. Periods chosen for observation shall not be at inappropriate times and the teacher shall have the opportunity to select half the observation times.
- vi. Following each observation, the evaluator shall discuss with the teacher the observations and impressions and provide the teacher with a written anecdotal statement within forty-eight (48) hours of the observation.
- vii. If, prior to the commencement of observations, the teacher believes that there exists an apprehension of bias on the part of the evaluator, the teacher may request a meeting with the Superintendent of Schools and a representative of the Association to discuss the teacher's concerns. After considering the representation of the teacher and/or the teacher's representative, the Superintendent of Schools may, at his/her discretion, appoint another evaluator to perform the evaluation. If this meeting does not resolve the matter, the teacher may choose to note his/her concerns with the report.
- viii. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades and shall be based mainly on the teacher's area of expertise.
- ix. The content of a teaching report shall be a specific, objective description of teaching performance. Judgments shall be adequately substantiated.
- x. In the event of an unsatisfactory report, a plan of assistance, developed jointly with the local Association, the teacher and the employer, shall be made available to the teacher. The plan shall include a timeframe and shall be completed before another report is initiated. Any financial costs incurred shall be shared equally among the three parties.
- xi. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy. He/she shall have the opportunity of meeting with the evaluator in the company of a witness - the President of the Association or his/her K.L.T.F. designate - to propose changes to the draft. The evaluator shall make every effort to assure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
- xii. The final report shall be filed in the teacher's personnel file at the School District office. A copy shall be given to the teacher at the time of filing. One (1) additional copy may be retained for a reasonable period of time (until the author or the teacher leaves the school) by the author, in strict confidence, for his/her record. No other copies of the report shall be filed.
- xiii. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
- xiv. Reports shall be written at:
  - (1) the request of the teacher (requests are to be made prior to March 31)

- (2) during the first year of a teacher's employment in the District and every five (5) years thereafter.
  - (3) at the initiative of the Superintendent or designate and/or the Principal/Vice Principal.
- d. Process for Confirmatory Evaluation of Teachers
  - i. With the agreement of the teacher, a confirmatory evaluation report may be written in the evaluation period subsequent to the evaluation of a teacher's performance where, in the opinion of the evaluator responsible for the evaluation, the teacher is continuing to give more than satisfactory service.
  - ii. The process followed in the preparation of a confirmatory evaluation will conform to that used in a regular evaluation.
  - iii. A confirmatory evaluation will include no less than two (2) classroom observations.
  - iv. A confirmatory evaluation will be completed using the same criteria used for regular evaluations but will generally be less detailed and shorter in length.
  - v. The first sentence of a confirmatory evaluation will be structured after the following: "This is a confirmatory evaluation of the performance of (name of teacher) which is completed subsequent to the regular evaluation dated (date)."

## **2. Evaluators**

The Board will ensure that persons charged with the responsibility of evaluating teachers have received appropriate training enabling them to satisfactorily carry out this responsibility.

## **3. Evaluation Task Force**

- a. The parties agree to participate on a joint, on-going task force, the purpose of which is to review, recommend and have input into the evaluation model and evaluation criteria used in the evaluation of teacher performance.
- b. The task force shall comprise two (2) teacher appointees from the Association and two (2) Administrative Officers appointed by the Board.
- c. The task force will set its own procedures and will meet as often as it determines appropriate. The task force will report to the Superintendent with its recommendations. The Superintendent will not unreasonably deny the recommendations of the task force.

## **SECTION D      WORKING CONDITIONS**

**ARTICLE D.1      REMOVED BY LEGISLATION – INTENTIONALLY LEFT BLANK**

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

### **ARTICLE D.3      ALTERNATE SCHOOL CALENDAR**

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.3.4 thru Article D.3.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.3.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and

- e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

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

1. Each full-time elementary teacher shall receive 100 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
2. Effective June 30, 2019, each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

#### **LOCAL PROVISIONS**

4. Teachers shall be assigned preparation time in their schools as part of their normal daily/weekly teaching schedules, as follow:
  - a. Preparation time in elementary schools shall be one hundred (100) minutes per week.
  - b. Preparation time in secondary schools, in order to accommodate time table variations, may vary from ten percent (10%) to twelve and one-half percent (12.5%) of instructional time.
  - c. Commencing on September 1, 2008, preparation time in Trafalgar Middle School will include personal preparation time for teachers of all grades and group planning time for teachers of grades six and seven. Personal preparation time will not be less than ten percent (10%) of instructional time. Group planning time will be in addition to personal preparation time and will be not less than one third of the allocation for personal preparation time.
5. Preparation time applies only to continuing and term teachers whose teaching assignment is .4 or greater and shall be prorated where applicable.

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

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

2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.



## **ARTICLE D.20      REGULAR WORK YEAR AND NON-INSTRUCTIONAL DAYS**

### **1.      Regular Work Year**

- a.      The regular work year for teachers shall be those days identified in the standard school calendar issued pursuant to Sections 77 and 78 of the School Act and Regulations.

### **2.      School Calendar**

- a.      On or before May 30th of each school year, a School Calendar for the next school year shall be drafted by the Superintendent, in consultation with the President of the Association, and forwarded to the Board, to be established pursuant to Section 77 of the School Act.

### **3.      Utilization of Non-instructional Days**

- a.      Non-instructional days shall be utilized as follows:
  - i.      two (2) Board-initiated District-wide professional development days for activities determined by the Superintendent or designate and the President of the Association, one of which may be the provincial-wide professional development day in October;
  - ii.     three (3) days for professional development activities determined by the staff and approved by the Board, one of which may be used for parent-teacher conferencing;
  - ii.     one (1) year-end administration day.

### **4.      Effect of Legislation Changes**

- a.      Should the number of instructional days required by applicable legislation change, the number of instructional days set-out in sub-section E.23.1.a shall be changed accordingly.

### **5.      Work Outside of Regular Work Year**

- a.      Work outside of the regular work year established above shall be voluntary. In this regard, teachers shall have the right to refuse requests to perform such work.

### **6.      Correspondence School**

- a.      For teachers assigned to the Distance Education School of the Kootenays, the days established above shall be scheduled between July 2 and June 30 of the subsequent year, excluding Saturdays and Sundays, statutory holidays and Christmas break.
- b.      For teachers assigned to the Distance Education School of the Kootenays, staff shall have the right to schedule their holidays. Each employee shall have the right to one (1) break of no less than four (4) weeks' duration.

## **ARTICLE D.21      EXTRA-CURRICULAR DUTIES**

1. For purposes of this Agreement, extra-curricular programs and activities include all of those that are beyond the provincially prescribed and locally determined curriculum of the School District.
2. The Board and the Association recognize extra-curricular activities as a valuable part of the school program.
3. The Board recognizes the voluntary nature of teacher participation in extra-curricular activities, subject to the School Act and Regulations.
4. While voluntarily involved in extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.

## **ARTICLE D.22      NOON HOUR SUPERVISION**

1. The terms of this Article notwithstanding, teachers are required to perform supervision duties, pursuant to the School Act and/or the School Act Regulations, in emergency situations or other situations where the safety or security of students is at risk.
2. All teachers covered by this Agreement shall have the right to a duty free lunch period equivalent to the school's regularly scheduled noon intermission.
3. Nothing in this Article precludes the Principal/Vice Principal from assigning, on his/her absence from the school, a teacher to be responsible for the noon hour supervision personnel.

## **ARTICLE D.23      JOINT HEALTH AND SAFETY COMMITTEE**

### **1.      Statement of Intent**

- a. The Board agrees to comply with all applicable regulations and legislation governing safety and health.
- b. The Board and Union agree to cooperate in continuing to improve the safety measures now in effect within the District.

### **2.      Joint Health and Safety Committee**

- a. A Joint Health and Safety Committee shall be established comprising two (2) representatives appointed by the Association, two (2) representatives appointed by C.U.P.E. Local 748, two (2) representatives appointed from among the Principals/Vice Principals, and two (2) representatives appointed by the Board.

- b. The Joint Health and Safety Committee shall hold meetings at the request of either the Association, C.U.P.E. Local 748, or the Board and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- c. Minutes of all Joint Health and Safety Committee meetings shall be kept and copies of such Minutes shall be sent to the Board, the Association and C.U.P.E Local 748.
- d. When the Association's representatives attend committee meetings during instructional hours, and a Teacher teaching on call is required, the Teacher teaching on call shall be provided by the Board.
- e. When the Association's representatives attend health and safety courses approved by the Superintendent or designate during instructional hours, and a Teacher teaching on call is required by the Principal/Vice Principal, the Teacher teaching on call shall be provided by the Board.
- f. Recommendations of the Joint Health and Safety Committee shall be prioritized and forwarded to the Board. An inventory of such recommendations shall be maintained by the Committee and the status of previous recommendations shall be discussed during committee meetings. The Board shall, as much as reasonably possible, endeavour to implement the Committee's priority recommendations.

## **ARTICLE D.24      STUDENT MEDICATION**

- 1. Except in emergency situations, teachers will only be required to administer medication to students (including supervision of self-administration) after the following conditions have been met:
  - a. The medication is required while the student is attending school.
  - b. The student's parent(s) or legal guardian(s) has requested the school's assistance and signed a written release absolving the Board, the school and the teacher(s) in question from any and all liability arising from the administration of the medication.
  - c. Written authorization has been received from the student's attending physician.
  - d. The Public Health Nurse has been informed so that a Medic Alert Card may be completed.
  - e. The teacher has received adequate training from the Public Health Nurse concerning the administration of the medication.

## **ARTICLE D.25 HOME EDUCATION**

1. Educational services that may be required for home education students as defined in School Act, Part II, Div. 4, Sec. 12 & 13 and School Act Regulations, Sec. (3), shall be provided by bargaining unit members.
2. **Intentionally Left Blank – Removed by Legislation**

## **ARTICLE D.26 TEACHER INPUT BUDGET AND FACILITIES**

1. The Association shall be given opportunity to make a representation to the Board during the Board's annual budget formulation process.
2. When the Board undertakes major facility planning, the staff of the school involved shall be provided opportunity for input.

## **ARTICLE D.27 BEGINNING TEACHERS**

1. Wherever practicable, beginning teachers shall be provided with teaching conditions designed to assist them in being successful in their first (1st) year of employment.
2. Considerations may include, but are not limited to, the following:
  - a. a carefully designed teaching assignment whereby the most demanding classes are not the responsibility of a beginning teacher;
  - b. the assignment of a reasonable number of subject preparations, to beginning teachers, if possible, within their area of training;
  - c. a comprehensive orientation to the school, its facilities and operations.
3. The parties shall request the Professional Development Committee to explore further strategies to assist beginning teachers, including the development of a mutually acceptable mentor program.

## **ARTICLE D.28 STAFF MEETINGS**

1. At least seven (7) calendar days' notice of staff meetings shall be given. A draft agenda of items shall be provided to staff three (3) working days before meetings.
2. All staff members shall have the right to place items for consideration on the staff meeting agenda.
3. Minutes of staff meetings shall be kept. Additionally, the minutes will be circulated to all staff members.

4. Staff meetings shall have a definite start and end time. After school staff meetings shall not normally extend beyond (90) ninety minutes after the dismissal of students. Staff meetings can be extended upon the mutual agreement of the Principal and teaching staff.
5. Part-time and itinerant teachers shall attend staff meetings when the staff meeting is contiguous with the instructional assignment or at the direction of the principal.

## **SECTION E PERSONNEL PRACTICES**

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

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

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

#### **1. General**

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

#### **2. Definitions**

- a. Harassment includes:
  - i. sexual harassment; or

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

### **3. Resolution Procedure**

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

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
  - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
  - (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.
- ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.
- iii. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment. The complainant may request that the investigator shall be of the same gender as the complainant and where practicable the request will not be denied.
- iv. The investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

#### 4. Remedies

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



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

## **5. Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.

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

## **6. Training**

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

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

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

## **ARTICLE E.20 NO DISCRIMINATION**

1. There will be no discrimination against any applicant to a position covered by this Agreement or against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, gender, sexual orientation, religious or political affiliation, national origin, marital status, or whether she/he has children, or because she/he is participating in the activities of the Association, carrying out duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.

2. The Board and the Association recognize the right of all persons to work, learn, conduct business and otherwise associate in an environment free of discrimination.

## **ARTICLE E.21 POSTING AND FILLING OF VACANCIES**

### **1. Definition of Vacancy**

- a. For purposes of this Article "vacancy" means an existing or newly created continuing or term assignment to which a continuing or term teacher has not been appointed.

### **2. Posting Requirements**

- a. All vacancies, as defined above, shall be advertised in all of the District's schools and centres, and externally, if deemed appropriate by the Superintendent or designate. Postings shall indicate whether or not they are also being advertised externally.
- b. The above notwithstanding, positions of .3 or less shall not be advertised and filled under this Article, if they are filled by a teacher who is presently working in the school where the vacancy exists.
- c. Advertisements and application forms for appointment to the teaching staff of the District shall not include reference to extra-curricular activities.

### **3. Process To Be Followed When Filling Posted Positions**

- a. The Board shall first offer posted vacancies, in seniority order, to continuing teachers who possess the necessary qualifications, as defined in section C.3.1 and who are:
  - i. returning to the District upon completion of an approved leave of absence, or
  - ii. laid-off and on the recall list pursuant to section C.3.5, or
  - iii. applying for a vacancy posted under this Article, when that teacher has been in his/her current position, as a result of a Board initiated transfer under Article E.22 for three (3) years.
- b. When a posted vacancy is not filled on this basis, the Board shall have the right to select the best candidate from among all applicants for the position on the basis of their qualifications, experience and ability to meet the needs of the school and/or the District.
- c. When two (2) or more applicants for the posted position are judged to be equal by the Board in the above competition, the selection shall be made from among such equal group by applying the following tie-breaking criteria:

- i. firstly, currently employed continuing teachers in the equal group. When the equal group includes two (2) or more continuing teachers, seniority shall be the determining factor;
  - ii. secondly, currently employed term teachers in the equal group, or if the posting is at the start of a school year, term teachers in the equal group who were appointed to a term contract at the end of the previous school year. When the equal group contains two (2) or more term teachers, the accumulated service of such applicants shall be the determining factor
  - iii. thirdly, teachers-teaching-on-call in the equal group who are on the certified teacher-teaching-on-call list and who have accumulated at least one hundred and fifty (150) days of teaching experience in the District after June 9, 1993. When the equal group contains two (2) or more teachers-teaching-on-call on the list having the requisite service, the accumulated service of such applicants after June 9, 1993 shall be the determining factor;
  - iv. finally, any other applicant in the equal group, at the discretion of the Board.
- d. When a vacancy is posted after September 1st of any school year and a currently employed teacher is the successful applicant, but the educational and operational requirements of the District do not permit that teacher to immediately assume the duties of the posted position, the Board shall employ a term teacher temporarily in such position until the earliest time its requirements reasonably permit the successful applicant to be released, which shall in no event be later than the start of the next school year.

#### **4. Consideration to Continuing and Term Teachers**

- a. Continuing and term teachers, who are currently employed by the Board, will be given due consideration when they apply for vacancies posted under this Article. In order to be considered, currently employed teachers shall possess the necessary qualifications for the position in question, as defined in section C.3.1.
- b. Currently employed continuing or term teachers who apply for vacancies posted under this Article and who are not selected to fill such vacancy shall be notified in writing of the fact they were not selected, with reasons, within ten (10) school days.
- c. A currently employed continuing or term teacher who is not selected to fill a vacancy posted under this Article may, within five (5) school days of receiving notification under sub-section E.22.4.b, request a meeting with the Superintendent and a committee of the Board to discuss the reasons given. The decision of the Superintendent and the Board's committee shall be final and subject to no further appeal. The teacher may be accompanied at such meeting by a representative of the Association.

## **5. Principal/Vice Principal Vacancies**

- a. Vacancies for Principal/Vice Principal positions shall be posted for information purposes and are not subject to the appeal process. Teachers interested in being considered shall submit an application.
- b. Prior to filling an Principal/Vice Principal position the Superintendent or designate will consult with the staff of the applicable school to determine the qualities and characteristics desired in their new Principal.

## **6. Establishing and Honouring Criteria For Posted Vacancies**

- a. When a vacancy, as defined in sub-section E.21.1, is posted, the criteria set out in that posting shall be based upon the qualifications required for a teacher to be able to perform the duties of that position.
- b. Where the Association feels that the criteria are not truly reflective of the demands of that position, or are too restrictive, the Association shall have the right to refer the matter to Step Three of the Grievance Procedure under Article A.6.4.
- c. The Board will not fill the position until the matter has been resolved by the Joint Grievance Committee or by a single arbitrator under section A.6 if necessary.
- d. Where the Association feels that the criteria established for a posted vacancy have not been honoured, it may refer the matter to Step Three of the Grievance Procedure under Article A.6.4.
- e. Interview questions upon which the candidate will be assessed shall be bona fide and work-related.
- f. This section shall apply to positions within the bargaining unit and to all Administrative Officer positions.

## **ARTICLE E.22 BOARD INITIATED TEACHER TRANSFERS**

### **1. The Board's Right to Transfer**

- a. The Board and the Association endorse the concept that teacher transfers represent one method by which the District may meet its educational requirements, and one method by which teachers may experience personal growth.
- b. The Board shall have the right to transfer teachers, for sound educational reasons only, to fill a recognized need where educationally advantageous to the District.
- c. Teachers transferred at the Board's initiative shall possess the necessary qualifications for the position, as defined in section C.5.1.

- d. Positions, filled by Board initiated transfers under this Article, shall not be considered vacancies as defined in section E.21.1.

## **2. Teachers' Right to Refuse a Transfer**

- a. Teachers shall be required to accept Board initiated transfers made in accordance with this Article, as a condition of employment, provided that teachers shall always have the right to refuse any transfer which would require a one-way drive of more than thirty (30) miles or forty-eight and three tenths (48.3) kilometres from their normal place of residence within the District to the new school.
- b. Teachers, who have been transferred without their consent on the Board's initiative under this Article, shall not be subject to a further Board initiated transfer, without their consent, for a period of three (3) years.

## **3. Teacher Transfer Requests**

- a. Currently employed teachers may request a Board initiated transfer when they have reasonable cause to believe educationally sound reasons exist for making such request, and such requests shall not be unreasonably denied by the Superintendent or designate.

## **4. Notice Requirements**

- a. Where the Board intends to transfer a teacher, it shall notify the teacher of its intent, in writing, as soon as operationally possible, after the decision to transfer has been made by the Superintendent or designate. The Board shall not, however, initiate a transfer of any teacher after June 15th in one school year, which transfer is to become effective at the start of the next school year, except when such transfer is necessitated by circumstances not reasonably known to the Superintendent or designate on or before May 31st in that year.

## **5. Notification of Completed Transfers**

- a. The Board shall post a notification in all the District's schools and centres each time the Board completes a transfer under this Article.

## **6. Right to Grieve**

- a. Board initiated transfers under this Article shall be subject to the grievance procedure, Article A.6, provided such grievance is initiated by the teacher in question within five (5) school days of that teacher receiving notice of transfer under section Article E.22.4.

## **7. Preparation Leave**

- a. A teacher, who is transferred at the Board's initiative to a new school and to a significantly different assignment during the school year, shall be entitled, when circumstances warrant, to paid leave of up to five (5) working days in order to prepare for the new assignment. The amount of such leave, if any, to be granted under this section shall be determined by the Superintendent or designate.

## **8. Moving Assistance**

- a. Assistance will be provided to transferred teachers to move properly packaged materials from one school to another, upon the request of the teacher.

## **ARTICLE E.23 TEACHER ASSIGNMENT WITHIN SCHOOLS**

### **1. Determination of In-School Assignments**

- a. Assignments within schools shall be the prerogative of the Principal/Vice Principal. In determining assignments, the Principal/Vice Principal shall consider the following:
  - i. qualifications of the teachers in the school,
  - ii. experience of the teachers in the school,
  - iii. training of the teachers in the school, and
  - iv. Intentionally Left Blank – Removed by Legislation**
  - v. personal preferences of the teachers in the school.
- b. Assignments will not be used as a culpable discipline measure.

### **2. Staff Meeting Required**

- a. A staff meeting shall be held in each school, on or before May 30<sup>th</sup> of each year, to discuss the proposed timetable and staff assignments for the next school year.

### **3. Confirmation Date**

- a. Teachers shall have their assignments for the next school year confirmed by their Principal/Vice Principal on or before June 15<sup>th</sup>.

### **4. Teacher's Right of Appeal**

- a. If a teacher is not satisfied with the assignment, he/she may appeal to the Principal/Vice Principal, within forty-eight (48) hours of receipt of confirmation under section E.23.3. If the matter is not resolved to the teacher's satisfaction, the teacher may, within five (5) school days of receiving the confirmation, appeal the matter to the Superintendent or designate. The decision of the Superintendent or designate shall be final and subject to no further appeal. The teacher may be accompanied by a representative of the Association at the meetings with the Principal/Vice Principal and the Superintendent or designate under this section.

## **ARTICLE E.24 PERSONNEL FILES**

### **1. One File per Teacher**

- a. There shall only be one (1) personnel file for each employee maintained at the District Office. Any file relating to an employee kept at a school shall be destroyed when the employee or Principal/Vice Principal leaves that school.

### **2. Access to Personnel Files**

- a. After receiving a request from an employee, the Superintendent or designate, in respect of the District file, or the Principal/Vice Principal of the school, in respect of any school file, shall forthwith grant access to that employee's file. Subject to the employee's written authorization, the Local Union President or President's designate may review an employee's personnel file.
- b. An appropriate Board official shall be present when an employee reviews his/her file, and the employee has a right to be accompanied by an individual of the employee's choosing.
- c. Personnel files shall be in the custody of the Superintendent or designate and shall not be accessible to other than appropriate administrative officials of the School District. Any school file shall be in the custody of the Principal of the school and shall be accessible only to the Principal and that employee.
- d. Individual trustees shall not have access to personnel files unless such access has been authorized by a majority vote of the Board.

### **3. Contents of Personnel Files**

- a. The Board agrees that only material relevant to the employment of its employees shall be maintained in its personnel files.
- b. Any information that is entered in the District or school file other than standard administrative documents, shall be dated and signed by both the employee and the Board official to note placement in said file. A copy of the material shall be given to the employee. Neither file shall contain unsigned letters or notes.
- c. When material critical of the employee, of in the nature of a reprimand, is placed in the file, the employee may request that the material be removed following the passage of an appropriate period of time from filing, given the nature of the material involved, provided that no further material of a similar nature has subsequently been filed. The Board shall not unreasonably deny such requests.

## **ARTICLE E.25 FREEDOM FROM VIOLENCE**

1. The parties support the desire of teachers to work in an environment that is free from violence, threats of violence and intimidation.



2. For the purposes of this Article, violence refers to the attempted, threatened or actual exercise by any person of any physical force causing physical injury to a teacher. Intimidation refers to threatening behaviour by any person which gives a teacher substantial reason to believe that he/she is at risk of violence.
3. Incidents of violence, threats of violence or intimidation experienced by teachers shall be reported to the Superintendent or designate and shall be investigated jointly by the Superintendent, or designate, and the President of the Association, or designate, who shall be empowered to make joint recommendations to the Board regarding the corrective action which should be taken.
4. Nothing in this Article reduces in any way the authority of Principal/Vice Principal to deal with situations of violence in their schools.

## **ARTICLE E.26 FALSELY ACCUSED TEACHER ASSISTANCE**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of performing his/her duties as an employee of the Board and
  - a. an investigation by the Board finds there is no foundation to the allegation(s); or
  - b. the teacher is acquitted of all criminal charges relating to the accusation; and
  - c. an arbitrator, if applicable, considering discipline or dismissal of the teacher finds that no discipline is warranted; the teacher shall be entitled to assistance from the Board in accordance with the following:
2. The employee, the Association President, or designate, and the Superintendent, or designate, shall, as necessary, develop a mutually acceptable plan of assistance designed to facilitate the employee's return to teaching duties. It is intended that the assistance plans include, but not be limited to, the following:
  - a. specialist counselling and/or medical assistance for the employee and/or the employee's family;
  - b. paid or unpaid leaves of absence, as the circumstances warrant;
  - c. first priority for the employee to transfer to any vacant position for which he/she possesses the necessary qualifications;
  - d. where requested by the employee, provision of factual information to parents by the Board.
3. Provided the employee has previously applied for and utilized such funding from other (non-personal) sources as may be available, the Board shall indemnify the employee for additional reasonable legal costs incurred in defending against criminal charges arising out of the allegation, provided the hourly or per diem rate charged by the lawyer retained by the employee are acceptable to the Board.

## **ARTICLE E.27 SCHOOL ACT APPEALS**

1. Appeals by a student or the parent(s) or guardian(s) of a student against a decision of a teacher, which significantly affects the education, health or safety of that student, shall be processed in accordance with the by-law enacted by the Board pursuant to Section 11 of the School Act.
2. It is understood that nothing in the by-law or the Board's processing of an appeal under said by-law abrogates the rights of teachers under this Collective Agreement.

## **ARTICLE E.28 PARENT CONCERNS ABOUT EMPLOYEES**

1. The Board or its representatives shall take no action on a complaint registered by a parent/guardian registered against an employee unless:
  - a. the complainant has formally discussed the complaint with the employee involved, and;
  - b. such discussion has failed to resolve the matter.
2. When the Board or any of its representatives receives a complaint by a parent/guardian against an employee, which the Board or its representative intends to investigate or to take any other action upon, the employee in question shall be immediately notified of the complaint.

## **ARTICLE E.29 LGBTQ**

The Board will maintain the confidentiality of the sexual orientation and gender identity of staff. Employees who are out as lesbian, gay, bisexual, transgender, or transitioning to another gender will be supported to do their work in a safe and respectful environment. The Board and Association agree to cooperate and discuss Human Rights issues within the district, including the scope and impact of discrimination related to sexual orientation and gender identity.

## **ARTICLE E.30 EMPLOYMENT EQUITY – ABORIGINAL EDUCATORS**

1. The Employer agrees to meet with the Association to discuss Aboriginal Educator Employment Equity.

## **SECTION F      PROFESSIONAL RIGHTS**

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

#### **1.      Statement of Intent**

- a.      It is the position of both the School Board and the Association that it is beneficial to both students and teachers that Professional Development be encouraged.

#### **2.      Pro-D Funding**

- a.      A Pro-D fund shall be established on the following basis from which teachers-teaching-on-call will also be paid:

The Board's contribution to the Pro-D fund shall be sixty-five thousand dollars (\$65,000.00) and the Association's contribution shall be sixteen thousand dollars (\$16,000.00).

- b.      All Professional Development funds contributed by both parties shall be administered by the Association.

#### **3.      Professional Development Committee**

- a.      The Professional Development Committee shall consist of the Professional Development Committee of the Association and the Superintendent of Schools or his/her designate.

### **ARTICLE F.21      PROFESSIONAL AUTONOMY**

1.      Within the bounds of the prescribed curriculum, and consistent with effective educational methodology and practice, and within established District and/or school goals and objectives, teachers shall have individual professional autonomy in determining the methods of instruction and the planning and presentation of course materials in the classes to which they are assigned.
2.      The Board and the Association agree that, consistent with the purpose of the evaluation process, an evaluator may recommend teaching practices different from those being used by the teacher.

### **ARTICLE F.22      SCHOOL ACCREDITATION**

1.      The elementary and secondary accreditation process shall occur in accordance with the Ministry Guidelines.

2. It is acknowledged that the accreditation process requires increased clerical time and release time for teachers in order to minimize the disruption to instruction. The Principal/Vice Principal, in consultation with the staff of the school, shall request the Superintendent or designate to provide the extra teacher-teaching-on-call and clerical support which the school believes is necessary to perform the accreditation. The Superintendent or designate shall consider this request and determine the amount of additional teacher-teaching-on-call and clerical support to be provided on the basis of the Board's budgetary constraints and the funding provided by the Ministry to perform the accreditation.
3. Within budgetary constraints, the school and the Board shall endeavour to implement those recommendations of the internal review with which the external team concurs.

### **ARTICLE F.23      EDUCATIONAL CHANGE**

1. The Board recognizes the changing educational needs of the District and supports the principle that teachers, who are directly affected, should be consulted and have input into the implementation of such changes.
2. Towards this end, the Board shall form ad-hoc educational change committees, each of which is intended to deal with particular educational changes and/or curriculum development matters. The membership of these committees shall be established in consultation with the Association. The President of the Association, or designate, shall be an ex-officio member of each such committee. The mandate of these committees shall be to investigate, analyze and make recommendations to the Board on the particular educational change and/or curriculum development matter in question, including recommending how the Board should disburse the monies it has allocated for implementation.
3. The funding required to support these committees in meeting their mandate shall be determined by the Board, at the time each such committee is formed, after consultation with the Association.
4. The Board shall make information available to the above referenced committees regarding the funding which the Board has received from the Ministry and/or allocated for implementation of the particular educational change and/or curriculum development matter in question.
5. Where a school is to undergo a major renovation which will result in the full or partial displacement of a significant portion of the student body, an educational change ad hoc committee shall be struck to investigate, analyze and make recommendations to the Board regarding alternative arrangements which might be implemented.

## **SECTION G LEAVES OF ABSENCE**

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

1. The employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
3. Sick Leave Verification Process
  - a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
  - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.
  - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

*(Note: Any provision that provides superior sick leave portability shall remain part of the collective agreement.)*

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

### **ARTICLE G.2 COMPASSIONATE CARE LEAVE**

1. For the purposes of this article “family member” means:
  - a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
    - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

- b. in relation to an employee's spouse:
  - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- 3. Compassionate care leave supplemental employment insurance benefits:

When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:

- a. one hundred percent (100%) of the employee's current salary for the first two (2) weeks of the leave,
  - b. for an additional six (6) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
  - c. current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
- 4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
  - 5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
  - 6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
  - 7. Seniority shall continue to accrue during the period of the compassionate care leave.
  - 8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

*(Note: The definition of "family member" in Article G.2.1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)*

[See also Article G.20.4 Utilization of Sick Leave for Other Purposes for short term compassionate leave of up to three days.]

### **ARTICLE G.3      FAMILY RESPONSIBILITY LEAVE**

The employer will grant family responsibility pursuant to the *BC Employment Standards Act* Part 6-52:

52 An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

*Note: In the event that there are changes to the Employment Standards Act with respect to Family Responsibility Leave, the legislated change provision (A.9) will apply to make the necessary amendments to this provision.*

### **ARTICLE G.4      BEREAVEMENT LEAVE**

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee's immediate family.

For the purposes of this article "immediate family" means:

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
  - b. Any person who lives with an employee as a member of the employee's family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
  3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 "family member" means:

- a. in relation to an employee:
  - i. a member of an employee's immediate family;
  - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
- b. in relation to an employee's spouse or common-law partner or same-sex partner:
  - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

## **ARTICLE G.5 UNPAID DISCRETIONARY LEAVE**

1.
  - a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year.
  - b. The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.
2. The leave will be in addition to any paid discretionary leave provided in local provisions.
3. The combination of this provision with any other same provision shall not exceed three (3) days.

### *Implementation:*

1. *Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement. The combination of this provision with any other same or superior provision shall not exceed three (3) days.*
2. *The provisions of this article establish a minimum level of entitlement for unpaid discretionary leaves for all employees. Where the minimum level of entitlement has already been met through any previous provisions relating to discretionary leaves, an employee shall receive no additional entitlement.*
3. *The parties will develop a schedule of districts where collective agreement articles do not already provide the same or a similar entitlement through previous articles and to which this new article shall apply.*

[Note: Also see Article G.21.12 Discretionary Leave.]



## **ARTICLE G.6 LEAVE FOR UNION BUSINESS**

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and Articles G.6.2-G.6.10 are not applicable in S.D. No. 8 (Kootenay Lake). See Article A.20 Leave for Association and B.C.T.F Business.]

1. b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.

## **ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS**

1. Where a TTOC is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the collective agreement.
2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.
4. Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

*Note: The parties will develop a schedule of articles that are replaced by this article.*

## **ARTICLE G.8 TEACHERS TEACHING ON CALL – CONDUCTING UNION BUSINESS NEGOTIATING TEAM**

Time spent conducting union business on a local or provincial negotiating team will be recognized for the purpose of seniority and experience recognition.

## **ARTICLE G.20 SICK LEAVE**

1. **Entitlement**
  - a. Continuing and term teachers will earn sick leave at the rate of one and one-half (1.5) days per month, to a maximum of fifteen (15) days per year.
  - b. Part-time teachers will earn sick leave on a pro rata basis.

- c. At the beginning of the school year, no less than fifteen (15) days of sick leave shall be advanced to each teacher. Teachers commencing employment with the Board during the year shall be advanced the pro rata portion of sick leave which would accrue to them for the balance of the school year. In the event that any paid sick leave is advanced and not subsequently earned, the amount advanced shall be repaid by the teacher to the Board.
- d. Effective July 1, 2002, the accumulated sick leave credits of employees formerly covered by the former School District No. 86 (Creston-Kaslo) agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the former School District No.07 (Nelson) agreement.

## **2. Accumulation of Unused Sick Leave**

- a. A teacher's unused sick leave entitlement in any school year shall accumulate to that teacher's credit as at June 30th.
- b. There is no limit to the accumulation of unused sick leave by any teacher.
- c. Maximum usage of accumulated sick leave will be one hundred and twenty (120) days in any year.

## **3. Proof of Illness Required**

- a. The Board may require a teacher to provide a doctor's certificate as proof of illness.

## **4. Utilization of Sick Leave for Other Purposes**

- a. Teachers shall have the right to access their yearly sick leave entitlement, with the approval of the Principal/Vice Principal, to a maximum of three (3) days in any school year, or such longer period as approved by the Superintendent or designate when circumstances warrant, for the following reasons:
  - i. serious illness or accident of a member of the immediate family as defined in sub-section G.4.1, which results in the teacher not being able to attend work, and
  - ii. medical or dental appointments for the teacher, or the teacher's children requiring the teacher's attendance, which cannot be scheduled outside the instructional day.

[See PCA Article G.1 for porting of sick leave to/from other school districts.]

[See also PCA Article G.2 Compassionate Care Leave for leaves in excess of three days.]

## **ARTICLE G.21 LEAVES OF ABSENCE**

### **1. Short-Term Maternity Leave**

- a. A pregnant teacher shall be granted a leave of absence in accordance with Part 6 of the Employment Standards Act or, with the approval of the Board, for an established period of time so that the return to duty will coincide with the commencement of the following term or semester, or the following Christmas or spring break.
- b. In the case of an incomplete pregnancy, death of the child, or other special situation, a teacher may return to duty earlier than provided for in the agreed-upon leave.
- c. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
- d. In an emergency situation, the teacher's application for leave will be considered on shorter notice.

### **2. Supplemental Employment Insurance Benefits on Maternity Leave**

- a. When a pregnant teacher takes the maternity leave pursuant to the above subsection, the Board shall pay the teacher:
  - i. eighty-five per centum (85%) of her current salary for the first two (2) weeks of the leave, and
  - ii. where the teacher is eligible to receive EI maternity benefits, the difference between seventy-five per centum (75%) of her current salary and the amount of EI maternity benefits received by the teacher for a further fifteen (15) weeks.
- b. The Board shall enter into the Supplemental Employment Insurance Benefit (SUB) Plan Agreement required by the Employment Insurance Act in respect of such maternity payment.

### **3. Parental Leave**

- a. Parental leave shall be granted in accordance with Part 6 of the Employment Standards Act or, with the approval of the Board, for an established period of time so that the return to duty will coincide with the commencement of the following term or semester, or the following Christmas or spring break.

### **4. Extended Maternity/Parental Leave**

- a. A teacher granted maternity or parental leave under this Article may also apply for extended maternity/parental leave for an additional period of up to one (1) year to coincide with the commencement of a term or semester, or the following Christmas or spring break.

- b. Application for extended maternity/parental leave shall be made no later than four (4) weeks prior to the commencement of a term or semester, or by May 31 in respect of leave commencing September 1 following.

**5. Benefits While on Extended Maternity/Parental Leave**

- a. When a teacher is on extended maternity/parental leave pursuant to this Article, the Board shall continue to pay its share of the benefit premiums during the period of the leave.

**6. Return to Teaching**

- a. Notification of intent to return to teaching following extended maternity/parental leave shall be made to the Superintendent or designate, in writing, on or before April 30th for return in the following school year, or November 30th for return at the start of the second (2nd) semester.
- b. Upon return to teaching after extended maternity or parental leave, the teacher will be assigned to a position for which she/he has the necessary qualifications, if possible in the same school where she/he worked before the leave. Failing this, the teacher shall be placed in a comparable position within the District for which she/he has the necessary qualifications.

**7. Use of Sick Leave**

- a. If at the end of maternity leave or extended maternity leave, the teacher is unable to return because of ill health, she shall provide the Board with an acceptable medical certificate and she shall qualify for sick leave for those days she would otherwise have been teaching.

**8. Early Return from Extended Leave**

- a. A teacher may return to duty from extended maternity or parental leave earlier than contemplated in the event that circumstances on which the leave was based changed significantly.
- b. A teacher requesting such early return to duty will submit a written notification at least four (4) weeks prior to the commencement of the school year, term or semester in which employment will be resumed.
- c. Should the teacher applying for an early return to duty be disabled from work, an immediate placement on sick leave, where sick leave days are available, or medical leave if no sick days are available, shall be arranged.

**9. Deleted**

**10. Adoption Leave**

- a. Adoption leave will be provided to teachers who adopt a child, for the same duration as provided in the Employment Standards Act for maternity leave. If both parents work for the Board, leave under this section shall be granted to only one (1) of them.

## **11. Miscellaneous Leave**

- a. Leave of absence, with pay, up to a maximum total of three (3) days in any school year, shall be granted to continuing and term teachers for the following purposes:
  - i. retirement seminars for staff members who are within five (5) years of retirement,
  - ii. local funerals, maximum one-half (1/2) day per funeral,
  - iii. paternity leave during the period the spouse is in hospital, or on the day the spouse and child return home,
  - iv. adoption leave for the purpose of making arrangements for receiving the child,
  - v. educational leave for the purpose of writing examinations or taking part in courses of training connected to the teaching profession,
  - vi. weddings or graduations involving the teacher or members of the teacher's immediate family, as defined in section G.4.1,
  - vii. community service for which there is no remuneration or honorarium, to attend important functions connected with such service,
  - viii. duties associated with elected municipal, school board or regional district office,
  - ix. travel delays caused by inclement weather or failure of public transportation, which are beyond the control of the teacher and which make it impossible for the teacher to report for work, and
  - x. citizenship court when the teacher is becoming a Canadian citizen.
- b. Before granting leave under this section, the Superintendent or designate may require the teacher to provide proof that the leave was legitimately taken for one of the above reasons.

## **12. Discretionary Leave**

- a. The Board will grant two (2) days personal leave, with pay, less cost of a Teacher teaching on call, to each teacher per school year.
- b. Where no Teacher teaching on call is required, a deduction of the non-certified teacher-teaching-on-call rate will be made.
- c. Discretionary leave may be taken one (1) day at a time, or as two (2) consecutive days.
- d. Teachers must have their Principal/Vice Principal 's agreement prior to submitting the written request to the Superintendent or designate.

[Note: Also see Article G.5 Unpaid Discretionary Leave.]

**13. Jury Duty**

- a. The Board shall grant leave of absence, with pay, to any teacher summonsed to jury duty or required to attend any legal proceeding by reason of subpoena, except where a teacher's private affairs have occasioned such court appearance.
- b. A teacher on such leave shall pay to the Board any monies received for jury duty or witness fees, exclusive of parking costs, travelling costs, and meal allowance.

**14. Education Leave - Full Year**

- a. Where requests are made, the Board will grant one (1) full year's leave, without pay, for educational purposes, to a maximum of four (4) teachers at any one time.
- b. Requests for such leave will be made by teachers, with at least three (3) years of continuing appointment, to the Superintendent or designate by March 31 of the year preceding that for which leave is requested.
- c. Final approval for such requests will be made by the Board, upon the recommendation of the Superintendent or designate.
- d. Such leave must be for bona fide educational purposes and must be taken to pursue a program of studies in the teacher's specialty area or a program of retraining approved by the Board.
- e. Notification of intent to return to teaching shall be made to the Superintendent or designate, in writing, on or before April 30th for return in the following school year, or November 30th for return at the start of the second (2nd) semester.
- f. Upon return from leave under this section, the employee shall be assigned to a position for which he/she has the necessary qualifications in the same school where he/she taught before the leave. Failing this, he/she shall be assigned to a comparable position in the District.

**15. Teacher Exchange**

- a. Notification of intent to return to teaching following an approved teacher exchange shall be made to the Superintendent or designate, in writing, on or before April 30th for return in the following school year.
- b. Upon return from an approved teacher exchange, the teacher shall be assigned to a position for which he/she has the necessary qualifications in the same school where he/she taught before the leave. Failing this, he/she shall be assigned to a comparable position in the District.

**16. Self-Funded Leave Plan**

- a. The employer shall administer the Self-Funded Leave and the Ancillary Agreement for Leave of Absence and Deferred Compensation Plan appended to this Collective Agreement.

## SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Deanna Holitzki,  
School District No. 08 (Kootenay Lakes)

\_\_\_\_\_  
Debbie Sabourin  
Kootenay Lake Teachers' Federation

\_\_\_\_\_  
Doug Kunzelman  
Kootenay Lake Teachers' Federation

\_\_\_\_\_  
Leanne Bowes  
British Columbia Public School Employers'  
Association

\_\_\_\_\_  
Glen Hansman  
British Columbia Teachers' Federation



## LOCAL AND PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

1. The following Local Letters of Understanding, Memorandum of Settlement, Appendix and Schedule are attached to and form part of the Agreement between the Parties:
  - a. L of U # 1: School Act Appeal By-law
  - b. L of U # 2: B.C.T.F. Salary Continuance Plan and Medical Services Association Dental Plan
  - c. L of U #3: Teacher teaching on call Seniority: Article C.2.8.a.ii
  - d. Memorandum of Agreement: Middle School Program
  - e. Memorandum of Settlement: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership
  - f. Appendix A: Self-Funded Leave
  - g. Schedule A: Self Funded Leave Plan Memorandum of Agreement
  - h. Schedule B: Salary Grids
  
2. The following Provincial Letters of Understanding and Letters of Intent are attached and form part of the Agreement between the Parties.
  - a. LOU #1: Designation of Local and Provincial Matters
    - APPENDIX 1: PROVINCIAL MATTERS
    - APPENDIX 2: LOCAL MATTERS
    - Addendum A
    - Addendum B
    - Addendum C
    - Addendum D
  - b. LOU #2: Agreed Understanding of the Term Teacher Teaching on Call
  - c. LOU #3.a: Section 4 of Bill 27 Education Services Collective Agreement Act - Transitional Issues—Amalgamated School Districts
  - d. LOU #3.b: Section 4 of Bill 27 Education Services Collective Agreement Act – Rate of Pay Maintenance
  - e. LOU #4: Employment Equity – Aboriginal Employees

- f. LOU #5: Teacher Supply and Demand Initiatives  
Schedule A
- g. LOU #6: Article C.2 – Porting of Seniority – Separate Seniority Lists
- h. LOU #7: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts
- i. LOU #8: Article C.2 – Porting Seniority – Laid off Teachers who are Currently on the Recall List
- j. LOU #9: Provincial Extended Health Benefit Plan  
Appendix A to Letter of Understanding No. 9
- k. LOU #10: Committee to discuss teacher compensation issues
- l. LOU #11: TTOC call-out and hiring practices
- m. LOU #12: Secondary teachers’ preparation time
- n. LOU #13: Adult Educators’ preparation time
- o. LOU #14: Economic Stability Dividend
- p. LOU #15: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White Elementary School
- q. LOU #16(a): Article C.4 TTOC Employment – Melding Exercise
- r. LOU #16(b): Article C.4 TTOC Employment – Transitional Issues
- s. LOU #16(c): Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District  
  
Form A: August 31<sup>st</sup> transfers for TTOC experience accrued up to and including June 30<sup>th</sup>  
  
Form B: December 31<sup>st</sup> transfers for TTOC experience accrued up to and including November 15<sup>th</sup>
- t. LOU #17: Education Fund and Impact of the Court Cases

**Local Letter of Understanding #1:**

**School Act Appeal By-Law**

between THE KOOTENAY LAKE TEACHERS' FEDERATION and THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)

Amendments to the Board's School Act Appeals By-law

The Board agrees to amend its by-law concerning School Act Appeals, as necessary, to ensure the following:

1. that an affected teacher is notified as soon as operationally possible following receipt by the Superintendent and/or the Board of an appeal lodged against a decision of that teacher, and
2. that the affected teacher is given access to all relevant documentation upon which the appeal is based, and
3. that the affected teacher will be permitted to be present and respond when an appeal is heard.

The Board further agrees to consult with the Association if, in future, it intends to amend the above by-law so as to materially effect the above amendments.

IN WITNESS THEREOF the parties have executed this Agreement under Seal in the City of Nelson, B.C. the 9th day of June, 1997.

BOARD OF EDUCATION OF	KOOTENAY LAKE TEACHERS'
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)	FEDERATION

_____	_____
_____	_____
_____	_____

**Local Letter of Understanding #2:**

**B.C.T.F. Salary Continuance Plan and Medical Services Association Dental Plan**

between THE KOOTENAY LAKE TEACHERS' FEDERATION and THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)

B.C.T.F. Salary Continuance Plan B and  
Medical Services Association Dental Plan

To reduce the income tax liability on the teachers it is agreed that the total premiums for the B.C.T.F. Salary Continuance Plan B will be paid by the employee. It is further agreed that the amount previously paid by the employer for their portion of this premium will be applied to reduce the employee's portion of the premiums for the Medical Services Association dental plan.

To maintain the intent of this letter through subsequent premium increases it is also agreed that the total premiums paid on an annual basis for the B.C.T.F. Salary Continuance Plan B, the medical insurance and the dental plan will be maintained at the seventy-five percent (75%) employer and twenty-five percent (25%) employee basis.

IN WITNESS THEREOF the parties have executed this Agreement under Seal in the City of Nelson, B. C. the 9th day of June, 1997.

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)                      KOOTENAY LAKE TEACHERS' FEDERATION

\_\_\_\_\_  
\_\_\_\_\_

**Local Letter of Understanding #3:**

**Teacher teaching on call Seniority: Article C.2.8.a.ii (2)**

BETWEEN:

The British Columbia Public School Employers' Association  
(hereinafter referred to as "BCPSEA")

AND:

The Board of Education of School District No. 08 (Kootenay Lake)  
(hereinafter referred to as the "District")

AND:

The British Columbia Teachers' Federation  
(hereinafter referred to as the "BCTF")

AND:

Kootenay Lake Teachers' Federation  
(hereinafter referred to as the "KLTF")

**The parties hereby agree as follows:**

1. The list below represents the Teacher teaching on call List for School District No. 08 Kootenay Lake, effective September 2005.
2. Should a Teacher teaching on call listed below be placed on a continuing contract, the Teacher teaching on call's seniority will be calculated pursuant to Article C.2.8.a.ii (2) for Teacher teaching on call work prior to April 1, 2006.
3. It is understood that there may be Teachers teaching on call who were added to the Teacher teaching on call List during the 2005/2006 school year, or who worked as Teachers teaching on call in School District No. 08 prior to the 2005/2006 school year, and those Teachers teaching on call, should they be placed on a continuing contract, are also entitled to seniority credit pursuant to Article C.2.8.a.ii (2).

**Teacher teaching on call List [effective September 2005]:**

AITKEN (KLASSEN), Julie	HANSEN, Tara
BADKE, Gary	HARPER, Lynette
BASTEDO, Beth	HILTERMANN, Jackie
BILLETT, Tracey	HOLTON, Laurie
BOOTH, Laverne	JOHNSON, Tara
BOS, Sabine	KUIPER, Tracy
BRISEBOIS, Lynda	KURTZ, Shelley
BROUGHTON, Jennifer	LEGATT, Elaine
BURROWS, Franziska	LEGG, David
CALVERT, Sarah	McKAY, Jennifer
CATHRO, Kare	MASON, Julia
CHAPMAN, Pat	MOBBS, Melanie
CHEVELDAVE, Venie	MUSA, Nick
CHRISTIE, Susan	OSTGAARD, Laurine
COUCH, Katherine	PARKER, Diana
DALEY, Alison	PATTERSON, Bruce
DAOUST, Veronique	RADONIC, Mary
DEHNEL, Jennifer	RONALD-JONES, Gareth
DEVINE, Mike	ROOS, Tom
DEVRIES, Stacey	ROSS-BARRETT, Darlene
DICKSON, Jennifer	RUSSELL, Kate
DOHAN, Nancy	RUSSELL, Shari
DULEY, Katherine	SAMULAK, June
ELLIOTT, Hillary	SHERSTOBITOFF, Travis
EVANS, Nadine	SMITH, Joanna
FINLAYSON, Suzanne	SPENSLEY, Mary
FOLICK, Melissa	TANNER, Don
FOTSCHUK, Jennifer	TOMPSON, Terri
FOUNTAIN, Steve	TRUDEL, Robin
FOX, Colin	TSAI, Jeffrey
GARAY, Ron	WAHN, Patrick
GERUYTE, Arijana	WEILAND, Larry
GREAVISON, Ron	WEST, Patricia
GUIDO, Dawn	WILTON, Dianne
HAMILTON, Mark	WOIKIN, Wanda

Agreed to on: \_\_\_\_\_

\_\_\_\_\_  
School District No. 08 (Kootenay Lake)

\_\_\_\_\_  
Kootenay Lake Teachers' Federation

\_\_\_\_\_  
Kootenay Lake Teachers' Federation

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

## Memorandum of Agreement

**BETWEEN: British Columbia Public School Employers' Association**  
**AND:**  
**Board of Education in School District No. 8 (Kootenay Lake)**  
**AND: British Columbia Teachers' Federation**  
**AND:**  
**Kootenay Lake Teachers' Federation**

**RE: Middle School Program**

It is agreed that this Memorandum of Agreement codifies the revised existing practice with respect to the operation of a Middle School Program in SD No. 8. To this end, the parties agree that the following provisions govern the operation of the Middle School program and the Collective Agreement is amended as indicated.

This Memorandum of Agreement applies specifically to S.D. No. 8 and is without prejudice to the operation of middle school programs in other School Districts. Trafalgar Middle School in S.D. No. 8 is organized to include grades 7, 8 and 9 until June 30, 2008 and grades 6, 7, and 8 thereafter.

This Memorandum of Agreement will be effective upon ratification by KLTF, BCTF, SD8, and BCPSEA.

The parties hereby agree to the following amendments to the Collective Agreement:

Article D.4.4.c Preparation Time shall be amended to include the following new clause:

Commencing on September 1, 2008, preparation time in Trafalgar Middle School will include personal preparation time for teachers of all grades and group planning time for teachers of grades six and seven. Personal preparation time will not be less than ten percent (10%) of instructional time. Group planning time will be in addition to personal preparation time and will be not less than one third of the allocation for personal preparation time.

The terms of this Memorandum of Agreement have been determined pursuant to and satisfy the requirements of Letter of Intent No.1 Middle Schools. They shall be incorporated into the Collective Agreement at the next printing of the Working Document.

DATE of signing: \_\_\_\_\_

\_\_\_\_\_  
For BCPSEA

\_\_\_\_\_  
For the BCTF

\_\_\_\_\_  
For S.D. No. 8(Kootenay Lake)

\_\_\_\_\_  
For Kootenay Lake Teachers'  
Federation

\_\_\_\_\_  
For Kootenay Lake Teachers'  
Federation

## **MEMORANDUM OF SETTLEMENT**

**Re: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership**

**Between:**

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

**And:**

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

**RE: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership – SD No. 5 (South East Kootenay), SD No. 6 (Rocky Mountain), SD No. 8 (Kootenay Lake), SD No. 53 (Okanagan Similkameen), SD No. 58 (Nicola-Similkameen), SD No. 79 (Cowichan Valley), SD No. 82 (Coast Mountains), SD 83 (North Okanagan-Shuswap), SD No. 91 (Nechako Lakes).**

The following agreement is made on a without precedent and prejudice basis, respecting the above noted districts only and represents full and final settlement to the above noted grievance on the following terms and conditions:

### **1.0 Union Recognition**

- 1.1 For collective agreement purposes, BCPSEA and each employer recognize one (1) local union/association per School District (Article A.2).
- 1.2 The organization of a local union/association and matters of how its authority/responsibilities are framed or delegated are matters within the exclusive authority of the BCTF and the local union/associations. Subject to PELRA and the exclusive bargaining agency of the BCTF, the local union/association designated by the BCTF has the exclusive right to exercise the local rights and capacities delegated by the BCTF pursuant to PELRA.
- 1.3 For purposes of recognition (Article A.2), upon written notice by the BCTF pursuant to Section 8 of PELRA, a new local union/association in the district succeeds and replaces the previously recognized union/association.
- 1.4 Nine (9) new local union/associations have been created:
  1. the “Cranbrook and Fernie Teachers’ Association”;
  2. the “Rocky Mountain Teachers’ Association”;
  3. the “Kootenay Lake Teachers’ Federation”;
  4. the “South Okanagan Similkameen Teachers’ Union”;
  5. the “Nicola Valley and Princeton Teachers’ Union”;
  6. the “Cowichan Valley Teachers’ Federation”;



7. the “Coast Mountain Teachers’ Federation”;
8. the “North Okanagan Shuswap Teachers’ Association”; and
9. the “Burns Lake and Nechako Teachers’ Union”;

As a result,

SD No. 5 (Southeast Kootenay) – The Cranbrook and Fernie District Teachers’ Association will replace all references to the Cranbrook District Teachers’ Association in the previous local agreement.

SD No. 6 (Rocky Mountain) – The Rocky Mountain Teachers’ Association will replace all references to the Windermere District Teachers’ Association in the previous local agreement.

SD No. 8 (Kootenay Lake) – The Kootenay Lake Teachers’ Federation will replace all references to the Nelson District Teachers’ Association in the previous local agreement.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers’ Union will replace all references to the Southern Okanagan Teachers’ Association in the previous local agreement.

SD No. 58 (Nicola-Similkameen) – The Nicola Valley and Princeton Teachers’ Union will replace all references to the Nicola Valley Teachers’ Union in the previous local agreement.

SD No.79 (Cowichan Valley) – The Cowichan Valley Teachers’ Federation will replace all references to the Cowichan District Teachers’ Association in the previous local agreement.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers’ Federation will replace all references to the Terrace District Teachers’ Union in the previous local agreement.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers’ Association will replace all references to the Shuswap Teachers’ Association in the previous local agreement.

SD No. 91 (Nechako Lakes) – The Burns Lake and Nechako Teachers’ Union will replace all references to the Nechako Teachers’ Union in the previous local agreement.

- 1.5 For grievances from the Column C geographical area, it is understood that the language from the Column C agreement would apply for incidents which crystallized prior to July 1, 2002. The BCTF will provide BCPSEA with a list of such grievances. Should the date of crystallization be unclear, further discussions by the provincial parties shall take place.

## **2.0 Union Membership**

- 2.1 With the exception of the exempted employees referred to in Article A.3.2, as a condition of employment (Article A.3), employees covered by the teachers' collective agreement must become and remain members of the BCTF and the local Union/Association recognized and named in Article A.2 of the collective agreement.
- 2.2 The active membership application form prepared by the Union will require membership in the BCTF and the recognized local Union/Association. Should the recognized local Union/Association require membership in another Union/Association/organization as a condition of their membership in the BCTF and/or recognized local Union/Association, such membership requirement for these organizations can be included on this form.
- 2.3 As a result,
- SD No. 5 (Southeast Kootenay) – as a condition of employment, teachers will become and remain members of the BCTF and the Cranbrook and Fernie District Teachers' Association.
- SD No. 6 (Rocky Mountain) – as a condition of employment, teachers will become and remain members of the BCTF and the Rocky Mountain Teachers' Association.
- SD No. 8 (Kootenay Lake) – as a condition of employment, teachers will become and remain members of the BCTF and the Kootenay Lake Teachers' Federation.
- SD No. 53 (Okanagan-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers' Union.
- SD No. 58 (Nicola-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers' Union.
- SD No. 79 (Cowichan Valley) – as a condition of employment, teachers will become and remain members of the BCTF and the Cowichan Valley Teachers' Federation.
- SD No. 82 (Coast Mountains) – as a condition of employment, teachers will become and remain members of the BCTF and the Coast Mountain Teachers' Federation.
- SD No. 83 (North Okanagan-Shuswap) – as a condition of employment, teachers will become and remain members of the BCTF and the North Okanagan Shuswap Teachers' Association.
- SD No. 91 (Nechako Lakes) – as a condition of employment, teachers will become and remain members of the BCTF and the Burns Lake and Nechako Teachers' Union.
- 2.4 The employer will send the completed active membership application form to the recognized local union/association.

### **3.0 Local and BCTF Dues Deductions**

- 3.1 The employer agrees to deduct and remit dues and fees from teachers to the BCTF and the recognized local union/association pursuant to their constitutions and by-laws (Article A.4).
- 3.2 Pursuant to the BCTF and recognized local union's constitutions and by-laws, it is understood that this does not preclude the union from setting different dues/fee deductions for different members. Should this be the case, the recognized local union/association shall supply the employer with a letter from the recognized local union/association indicating the amount of dues/fees to be deducted.
- 3.3 When the employer remits the dues and fees to the BCTF and the recognized local union/association, the employer shall supply the recognized local union/association with a listing of the amount remitted for each member.
- 3.4 As a result,

SD No. 5 (Southeast Kootenay) – the Cranbrook and Fernie District Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 6 (Rocky Mountain) – the Rocky Mountain Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 8 (Kootenay Lake) – the Kootenay Lake Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 58 (Nicola-Similkameen) – the Nicola Valley and Princeton Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 79 (Cowichan Valley) – the Cowichan Valley Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers’ Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 91 (Nechako Lakes) – the Burns Lake and Nechako Teachers’ Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

#### **4.0 Effective Date**

- 4.1 The implementation of this grievance settlement shall take effect July 1, 2003 or at a later date agreed to by the parties. Notwithstanding the above, should there be a change to the dues deduction/remittance that does not allow for implementation by September 1, 2003, the local parties shall meet to discuss the implementation date for these changes to the dues/remittance, but in no case shall these changes take effect later than thirty (30) days from receipt of notice.

This document replaces the original signed by Hugh Finlayson (for BCPSEA) and Jinny Sims (for BCTF) on July 8, 2003 and reflects necessary amendments as a result of the formation of a new amalgamated local union/association (the South Okanagan Similkameen Teachers’ Union) in SD No. 53 Okanagan Similkameen..

## **APPENDIX A: Self-Funded Leave**

Whereas the Board and the Association wish to establish for the benefit of employees of the Board a plan to enable them to fund leaves of absence from employment of not less than six (6) consecutive months, or not less than three (3) consecutive months, if in full-time attendance at a designated educational institution, through deferral of salary on such terms as may be set out in this Agreement; and

Whereas it is intended that such plans qualify as “prescribed plans” within the meaning of Regulation 6801 of the Income Tax Act (Canada),

Now therefore this Agreement witnesseth that in consideration of the premises the parties agree to institute the plan, as set out in the following terms, of the Self-Funded Leave Plan for the eligible employees of the Board of Education of School District No. 8 (Kootenay Lake).

### **1. Definitions**

“Accrued interest” means the amount of interest earned in accordance with Clause 3.c of the monies retained by the Board on behalf of the participant, calculated from:

- a. the first (1<sup>st</sup>) day any of such monies has been received by the eligible financial institution, or
- b. the last date to which interest has been paid in accordance with Clause 3.e

whichever is later.

“Agreement(s)” means the agreement(s) in force from time to time between the Board and the Association.

“Board” means the Board of Education, School District No. 8 (Kootenay Lake).

“Committee” means a Committee, as defined by agreement between the Board and the Association.

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

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

“Deferral period” shall be the number of years not to exceed six (6) years for which compensation is deferred, in accordance with Clause 3.1, including the years referred to in Clauses 4.d and 4.e, if applicable. To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

“Deferred compensation amount” means the portion of the current compensation amount which is retained by the Board for a participant in each year, in accordance with Clause 3.a and augmented from time to time by interest thereon calculated in accordance with Clause 3.c, but less all interest paid to the participant, in accordance with Clause 3.d.

“Eligible employee” means an employee of the Board in continuing employment.

“Eligible financial institution” means any Canadian chartered bank, any Trust Company authorized to carry on business in the Province of British Columbia and any Credit Union authorized to carry on business in the Province of British Columbia.

“Leave of absence” means the period described in Clause 4.a.

“Memorandum of Agreement” means the agreement described in Schedule “B”.

“Participant” means an eligible employee who has completed a memorandum of agreement and whose application for participation in the plan has been approved by the Superintendent, in accordance with Clause 2.b.

“Plan” means the self-funded leave plan set out in this agreement and includes all amendments thereto.

“Superintendent” means Superintendent of Schools or District Superintendent of Schools.

## 2. Application

### a. Formal Application

In order to participate in the plan, an eligible employee must make written application by way of Schedule “B” to the Superintendent at least three (3) months prior to the commencement of deferrals under the plan, or at a date otherwise agreed between the Board and the Association, stating the date when the eligible employee wishes the deferrals to commence.

### b. Approval

The approval of each application made under Clause 2.a shall rest in the sole discretion with the Superintendent. The Superintendent shall at least one (1) month prior to the requested commencement of deferrals under the plan or at a date otherwise agreed between the Board and the Association, advise each applicant of his/her approval or disapproval of his/her application, and if the latter, an explanation therefor.

### c. Date of Participation

If the Superintendent gives his/her approval, in accordance with Clause 2.b, the participation of the eligible employee in the plan will become effective on the date requested by the eligible employee, or if such date is not agreed to by the Superintendent then on a date which is agreed to by the Superintendent and the eligible employee.

### 3. Funding for Leave of Absence

Funding for leave of absence shall be as follows:

#### a. Compensation Deferred

During each year of the deferral period, the participant will receive his/her compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement, which is to be retained by the Board and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to Clause 3.b, by giving written notice to the Board at least one (1) month prior to July 1 in any year for the next or subsequent years.

#### b. Maximum Percentage Deferred

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

#### c. Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with Clause 3.a, including interest thereon (until paid out in accordance with Clause 3.e), shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days. The Committee shall choose such eligible financial institution and, in making such determination, the Board, the Association and members of the Committee shall not be liable to any participant for any investments made which are authorized by this clause.

#### d. Insolvency

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

#### e. Payment of Accrued Interest

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

#### f. Reporting to Participants

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

### 4. Taking of Leave of Absence

- a. The leave of absence shall be for not less than six (6) consecutive months, or not less than three (3) months, if in full-time attendance at a designated educational institute.

b. Manner of Payment During Leave

The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event, payments shall not be more frequently than provided for the payment of regular salaries and all amounts payable shall be paid to the participant no later than the end of the first (1<sup>st</sup>) taxation year that commences after the end of the deferral period.

c. Amount of Payment During Leave

The total of the payments to be made to a participant, in accordance with Clause 4.b, during a leave of absence shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave, other than the deferred compensation amount.

d. Board's Right to Refuse Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six (6) months' notice prior to the scheduled date for the commencement of the leave, may, in its discretion, defer the leave of absence on one (1) occasion, only, for one (1) year.

e. Participant's Right to Defer Leave

Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one (1) occasion, only, with the consent of the Superintendent, given not less than six (6) months' notice prior to the scheduled date for the commencement of the leave, postpone such leave for one (1) year.

f. Leave of Absence

The leave of absence shall immediately follow the deferral period.

g. Return to Employment

The participant shall return to employment with the Board or with an employer that participates in the same or a similar plan to fund leaves of absence for a period not less than the period of leave.

h. Salary and Benefits After Leave

After participation in the plan, the teacher's salary and benefits will be as set out in the Agreement then in force between the Board and the Association governing such matter.



5. Withdrawal

a. Termination of Employment

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

b. Withdrawal from Plan

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

c. Payment

Upon termination of employment and/or withdrawal from the plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date but no later than the end of the first (1<sup>st</sup>) taxation year that commences after the end of the deferral period. Upon such payment being made, the Board shall have no further liability to the participant.

d. Upon Death

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

6. Termination or Amendment of Plan

a. Agreement

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

7. General

a. Administration

The board will bear the administrative expenses of the plan.

b. The matters of the composition of the Committee, the assignment on return from leave, the salary and benefits after the leave and the payment of fringe benefits during the leave shall be dealt with by separate agreement(s) between the Board and the Association.

## Leave of Absence and Deferred Compensation Plan

### SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE) & KOOTENAY LAKE TEACHERS' FEDERATION COLLECTIVE AGREEMENT

#### ANCILLARY AGREEMENT

Whereas the Board and the Association have entered into an agreement whereby teachers employed by the Board have the opportunity to take a leave of absence not to exceed one (1) year on a deferred compensation basis;

And whereas, an ancillary agreement is needed to set out the provisions to be determined by a further agreement, as contemplated by Clause 4.a of the agreement, and also set out other understandings between the parties.

Now therefore, this ancillary agreement witnesseth as follows:

1. the Board and the Association agree that for the interpretation of the agreement on a deferred compensation plan:
  - a. "Committee" shall mean Agreements Chairperson of the Kootenay Lake Teachers' Federation and the President of the Kootenay Lake Teachers' Federation, the Superintendent of Schools and the Secretary-Treasurer of the Board.
  - b. "Eligible teacher" shall mean any teacher on continuing appointment having three (3) years' service with the Board. The number of teachers eligible each year for entry into the plan will equal five percent (5%) of the full-time teacher equivalent.
2. For the purpose of Clause 4.g, it is understood that although no guarantee can be given by the Board, every attempt will be made by the Board to place a returning teacher at or near the position held before the leave of absence, in any event the returning teacher is guaranteed a position in the District.
3. For the purpose of Clause 4.h, it is understood that no increment will be earned by a participant during the period of the leave of absence.
4. A participant's fringe benefits will be maintained by the Board during the leave of absence. The gross premium costs of all fringe benefits, together with the employer's share of Workers' Compensation assessment, Employment Insurance premium and Canada Pension Plan contributions shall be paid by the participant in ten (10) monthly deductions.
5. It is understood that during the leave of absence, no sick leave credits will be earned or lost.
6. It is the intent that this plan will be at no cost to the Board, other than the cost of administering the plan.

## Schedule A: Self-Funded Leave Plan Memorandum of Agreement

### SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE) AND KOOTENAY LAKE TEACHERS' FEDERATION COLLECTIVE AGREEMENT

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

1. Commencement

My deferral shall commence \_\_\_\_\_, 20\_\_.

2. Number of Years of Participation

I shall participate in the plan for \_\_\_ years (not to exceed five (5) years), and my leave of absence shall immediately follow thereafter, but subject to the provisions of paragraph 3 below.

3. Period of Leave

In accordance with Clause 4.f of the plan, I shall take my leave of absence from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_ (not to be less than six (6) consecutive months), but I shall have the right, in accordance with Clause 4.e of the plan, to postpone such leave for twelve (12) months and the Board shall have the right, in accordance with Clause 4.d of the plan, to defer such leave for twelve (12) months.

4. Funding of Leave of Absence

In accordance with Clause 3.a of the plan, I direct that the Board withhold \_\_\_\_\_ percent (not to exceed thirty-three and one-third (33 1/3) percent) of my current compensation amount during my participation in the plan. I understand that I may, by written notice given to the Board one (1) month prior to July 1 in any year, alter the percentage amount for the next or subsequent years.

5. Return to Employment

I understand I must return to employment with the Board or with an employer that participates in the same or a similar plan to fund leaves of absence for a period of time not less than the period of leave.

DATED: \_\_\_\_\_  
Applicant's Signature

AGREED TO BY THE BOARD:  
DATE: \_\_\_\_\_  
Superintendent of Schools  
Signature

## Schedule B: Salary Grids

Effective July 1, 2013 – August 31, 2014

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 42,839	\$ 47,492	\$ 50,930	\$ 52,138
1	\$ 45,240	\$ 50,084	\$ 53,706	\$ 54,978
2	\$ 47,642	\$ 52,676	\$ 56,482	\$ 57,819
3	\$ 50,044	\$ 55,268	\$ 59,258	\$ 60,660
4	\$ 52,445	\$ 57,859	\$ 62,034	\$ 63,500
5	\$ 54,847	\$ 60,451	\$ 64,809	\$ 66,341
6	\$ 57,248	\$ 63,043	\$ 67,585	\$ 69,181
7	\$ 59,650	\$ 65,635	\$ 70,361	\$ 72,022
8	\$ 62,051	\$ 68,227	\$ 73,137	\$ 74,863
9	\$ 66,386	\$ 70,818	\$ 75,913	\$ 77,703
10	\$ -	\$ 75,613	\$ 81,050	\$ 82,960

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective July 1, 2013: \$2,300.

Effective September 1, 2014 – December 31, 2014

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 43,696	\$ 48,442	\$ 51,948	\$ 53,180
1	\$ 46,145	\$ 51,086	\$ 54,780	\$ 56,078
2	\$ 48,595	\$ 53,729	\$ 57,611	\$ 58,975
3	\$ 51,044	\$ 56,373	\$ 60,443	\$ 61,873
4	\$ 53,494	\$ 59,017	\$ 63,274	\$ 64,770
5	\$ 55,943	\$ 61,660	\$ 66,106	\$ 67,668
6	\$ 58,393	\$ 64,304	\$ 68,937	\$ 70,565
7	\$ 60,843	\$ 66,948	\$ 71,769	\$ 73,462
8	\$ 63,292	\$ 69,591	\$ 74,600	\$ 76,360
9	\$ 67,714	\$ 72,235	\$ 77,431	\$ 79,257
10	\$ -	\$ 77,125	\$ 82,671	\$ 84,619

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective September 1, 2014: \$2,346.

**Effective January 1, 2015 – April 30, 2016**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 44,242	\$ 49,047	\$ 52,598	\$ 53,846
1	\$ 46,722	\$ 51,724	\$ 55,465	\$ 56,779
2	\$ 49,202	\$ 54,401	\$ 58,332	\$ 59,713
3	\$ 51,683	\$ 57,078	\$ 61,199	\$ 62,647
4	\$ 54,163	\$ 59,754	\$ 64,066	\$ 65,580
5	\$ 56,643	\$ 62,431	\$ 66,931	\$ 68,514
6	\$ 59,123	\$ 65,108	\$ 69,798	\$ 71,447
7	\$ 61,604	\$ 67,785	\$ 72,665	\$ 74,381
8	\$ 64,083	\$ 70,461	\$ 75,532	\$ 77,315
9	\$ 68,560	\$ 73,137	\$ 78,399	\$ 80,248
10	\$ -	\$ 78,089	\$ 83,704	\$ 85,677

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective January 1, 2015: \$2,375.

**Effective May 1, 2016 – June 30, 2016**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 44,441	\$ 49,268	\$ 52,835	\$ 54,088
1	\$ 46,932	\$ 51,957	\$ 55,714	\$ 57,034
2	\$ 49,424	\$ 54,646	\$ 58,594	\$ 59,981
3	\$ 51,916	\$ 57,335	\$ 61,474	\$ 62,929
4	\$ 54,406	\$ 60,023	\$ 64,354	\$ 65,875
5	\$ 56,898	\$ 62,712	\$ 67,233	\$ 68,822
6	\$ 59,389	\$ 65,401	\$ 70,113	\$ 71,768
7	\$ 61,881	\$ 68,090	\$ 72,992	\$ 74,715
8	\$ 64,372	\$ 70,779	\$ 75,872	\$ 77,663
9	\$ 68,869	\$ 73,466	\$ 78,752	\$ 80,609
10	\$ -	\$ 78,441	\$ 84,081	\$ 86,062

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective May 1, 2016: \$2,386.

**Effective July 1, 2016 – June 30, 2017**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 44,885	\$ 49,761	\$ 53,363	\$ 54,629
1	\$ 47,401	\$ 52,477	\$ 56,272	\$ 57,604
2	\$ 49,918	\$ 55,192	\$ 59,180	\$ 60,581
3	\$ 52,435	\$ 57,908	\$ 62,089	\$ 63,558
4	\$ 54,950	\$ 60,623	\$ 64,997	\$ 66,533
5	\$ 57,467	\$ 63,339	\$ 67,905	\$ 69,510
6	\$ 59,983	\$ 66,055	\$ 70,814	\$ 72,486
7	\$ 62,500	\$ 68,770	\$ 73,722	\$ 75,463
8	\$ 65,015	\$ 71,486	\$ 76,631	\$ 78,439
9	\$ 69,557	\$ 74,201	\$ 79,539	\$ 81,415
10	\$ -	\$ 79,225	\$ 84,922	\$ 86,923

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective July 1, 2016: \$2,410.

\*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

**Effective May 1, 2017 – June 30, 2017**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 45,043	\$ 49,935	\$ 53,550	\$ 54,820
1	\$ 47,567	\$ 52,660	\$ 56,469	\$ 57,806
2	\$ 50,093	\$ 55,386	\$ 59,387	\$ 60,793
3	\$ 52,618	\$ 58,111	\$ 62,306	\$ 63,780
4	\$ 55,143	\$ 60,835	\$ 65,225	\$ 66,766
5	\$ 57,668	\$ 63,561	\$ 68,143	\$ 69,753
6	\$ 60,193	\$ 66,286	\$ 71,061	\$ 72,740
7	\$ 62,718	\$ 69,011	\$ 73,980	\$ 75,727
8	\$ 65,243	\$ 71,736	\$ 76,899	\$ 78,714
9	\$ 69,801	\$ 74,461	\$ 79,818	\$ 81,700
10	\$ -	\$ 79,502	\$ 85,219	\$ 87,227

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective May 1, 2017: \$2,418.

\*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

**Effective July 1, 2017 – April 30, 2018**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 45,268	\$ 50,185	\$ 53,818	\$ 55,094
1	\$ 47,805	\$ 52,924	\$ 56,751	\$ 58,095
2	\$ 50,343	\$ 55,663	\$ 59,684	\$ 61,097
3	\$ 52,881	\$ 58,401	\$ 62,618	\$ 64,099
4	\$ 55,418	\$ 61,139	\$ 65,551	\$ 67,100
5	\$ 57,957	\$ 63,878	\$ 68,483	\$ 70,102
6	\$ 60,494	\$ 66,617	\$ 71,417	\$ 73,103
7	\$ 63,032	\$ 69,356	\$ 74,350	\$ 76,105
8	\$ 65,569	\$ 72,095	\$ 77,284	\$ 79,107
9	\$ 70,150	\$ 74,833	\$ 80,217	\$ 82,108
10	\$ -	\$ 79,900	\$ 85,645	\$ 87,663

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective July 1, 2017: \$2,430.

\*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

**Effective May 1, 2018 – June 30, 2018**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 45,720	\$ 50,686	\$ 54,356	\$ 55,645
1	\$ 48,283	\$ 53,453	\$ 57,318	\$ 58,676
2	\$ 50,847	\$ 56,219	\$ 60,281	\$ 61,708
3	\$ 53,410	\$ 58,985	\$ 63,244	\$ 64,740
4	\$ 55,973	\$ 61,751	\$ 66,207	\$ 67,771
5	\$ 58,536	\$ 64,517	\$ 69,168	\$ 70,803
6	\$ 61,099	\$ 67,283	\$ 72,131	\$ 73,834
7	\$ 63,662	\$ 70,050	\$ 75,094	\$ 76,866
8	\$ 66,225	\$ 72,816	\$ 78,056	\$ 79,898
9	\$ 70,851	\$ 75,581	\$ 81,019	\$ 82,930
10	\$ -	\$ 80,699	\$ 86,502	\$ 88,540

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective May 1, 2018: \$2,455.

\*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

**Effective July 1, 2018 – April 30, 2019**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 45,949	\$ 50,940	\$ 54,627	\$ 55,923
1	\$ 48,524	\$ 53,720	\$ 57,605	\$ 58,969
2	\$ 51,101	\$ 56,500	\$ 60,583	\$ 62,017
3	\$ 53,677	\$ 59,280	\$ 63,560	\$ 65,064
4	\$ 56,252	\$ 62,060	\$ 66,538	\$ 68,110
5	\$ 58,829	\$ 64,840	\$ 69,514	\$ 71,157
6	\$ 61,404	\$ 67,620	\$ 72,492	\$ 74,203
7	\$ 63,981	\$ 70,400	\$ 75,469	\$ 77,251
8	\$ 66,556	\$ 73,180	\$ 78,447	\$ 80,298
9	\$ 71,206	\$ 75,959	\$ 81,424	\$ 83,344
10	\$ -	\$ 81,102	\$ 86,934	\$ 88,983

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective July 1, 2018: \$2,467.

\*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.

**Effective May 1, 2019 – June 30, 2019**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 46,409	\$ 51,449	\$ 55,174	\$ 56,482
1	\$ 49,010	\$ 54,257	\$ 58,181	\$ 59,559
2	\$ 51,612	\$ 57,065	\$ 61,188	\$ 62,637
3	\$ 54,214	\$ 59,873	\$ 64,196	\$ 65,714
4	\$ 56,815	\$ 62,680	\$ 67,203	\$ 68,791
5	\$ 59,417	\$ 65,488	\$ 70,209	\$ 71,869
6	\$ 62,018	\$ 68,296	\$ 73,217	\$ 74,946
7	\$ 64,620	\$ 71,104	\$ 76,224	\$ 78,023
8	\$ 67,221	\$ 73,912	\$ 79,231	\$ 81,101
9	\$ 71,918	\$ 76,719	\$ 82,238	\$ 84,178
10	\$ -	\$ 81,913	\$ 87,803	\$ 89,873

School District No. 08 (Kootenay Lake) is also eligible for the Recruitment & Retention Allowance pursuant to Letter of Understanding No. 5. Effective May 1, 2019: \$2,492.

\*any calculation made in accordance with provincial Letter of Understanding No. 14 Re: Economic Stability Dividend will be applied as a percentage increase on the current collective agreement salary rates and applicable allowance rates. All future increases will be based on the newly revised rate with ESD.



# PROVINCIAL LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING NO. 1

### BETWEEN

### THE BRITISH COLUMBIA TEACHERS' FEDERATION

### AND

### THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

1. Pursuant to the Public Education Labour Relations Act (PELRA), the provincial and the local parties agree to the designation of provincial and local matters as follows:
  - a. Those matters contained within Appendix 1 shall be designated as provincial matters.
  - b. Those matters contained within Appendix 2 shall be designated as local matters.
2. Provincial parties' roles will be pursuant to PELRA.
3. Referral of impasse items to the provincial table will be pursuant to PELRA
4. Timing and conclusion of local matters negotiations:
  - a. Local negotiations will conclude at a time determined by mutual agreement of the provincial parties.
  - b. Outstanding local matters may not be referred to the provincial table subsequent to the exchange of proposals by the provincial parties at the provincial table.
  - c. Where no agreement is reached, local negotiations will conclude at the time a new Provincial Collective Agreement is ratified.
5. Local and provincial ratification processes:
  - a. Agreements on local matters shall be ratified by the local parties subject to verification by the provincial parties that the matters in question are local matters (Appendix 2).
  - b. Agreements on provincial matters shall be ratified by the provincial parties.
6. Effective date of local matters items:
  - a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

Signed this 8<sup>th</sup> day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

**Appendix 1**  
**PROVINCIAL MATTERS**

**Appendix 1 – Provincial Matters**

**Housekeeping — Form Issues**

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

**Section A — The Collective Bargaining Relationship**

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

13. School Staff Committees
  - 3.22 *Committee-School Staff, District Committees*
14. Access to Information
  - 4.40 *Access to Information*
15. Copy of Agreement
  - 1.26 *Copy of Collective Agreement (as it relates to interfacing provincial language and local matters language)*
16. Grievance Procedure
  - 3.2 *Arbitration (sometimes included with grievance procedure)*
  - 3.11 *Grievance Procedure - Board Policy*
  - 3.12 *Grievance Procedure, Dispute Resolution, Natural Justice; Appeal Process for Teachers; Personnel Practices and Due Process*
17. Expedited Arbitration
  - 3.7 *Expedited - Arbitration*
18. Troubleshooter
  - 3.13 *Grievance - Troubleshooter*

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

1. Placement on Scale
  - 1.75 *Salary Review*
  - 1.38 *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
  - 1.75 *Classification of Salary, Placement on Schedule, Letters of Permission, Placement on Schedule*
  - 1.85 *Bonus for Upgrading, Course Bonuses*
  - 1.90 *New Positions, Reclassification - Salary*
  - 3.45 *Error in Salary - Adjustments*
2. Category Addition
3. Category Elimination
4. Experience Recognition
  - a. 1.40 *Recognition of Experience - Salary Purposes*

Special Placement
5. Salary Scale
6. Trade, Technical and Work Experience
7. Increment Date
  - 1.43 *Salary - Increments, Withholding, Dates of Extra Increments for Long Service*
8. Part-time Employees' Pay and Benefits
  - 1.82 *Part Time Teachers' Sick Leave and Benefits, Employment Rights -Part Time Teachers*
9. Teachers' on Call Pay and Benefits
  - 1.94 *Salary and Sick Leave of Substitute Teachers -Benefits*

10. Summer School and Night School Payment
  - 1.86 *Counsellors Working Outside School Calendar, Night School Payments, Salary - Payment for Additional Days; Not Regular School Days*
11. Associated Professionals
  - 1.23 *Speech Pathologists, Associated Professionals, Other Non-Teaching Employees*
12. Positions of Special Responsibility
  - 1.89 *Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments*
13. Teacher in Charge
  - 1.2 *Acting Administrators (Filling Temporarily Vacant Position)*
  - 1.89 *Salary - Posts of Special Responsibilities - Teachers in Charge, Curriculum Inservice Fund, Coordinators' Allowance, Dept. Heads and Posts of Special Responsibilities, Salary and Appointments*
14. Automobile/Travel Allowance
  - 2.1 *Automobile Expenses*
  - 2.2 *Travel Allowance*
15. First Aid Allowance
  - 1.41 *First Aid, First Aid Allowances, Training*
16. Isolation Allowance
  - 2.6 *Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
17. Moving/Relocation Allowance
  - 2.6 *Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
18. One Room School Allowance
  - 2.6 *Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
19. 1.96 *Classroom Supply Allowance (Compensation for Funds Spent by Teachers on Class)*
20. Housing Assistance
  - 2.5 *Housing*
21. Part Month Payments and Deductions
  - 1.87 *Part Month Payments and Deductions - Schedule*
22. No Cuts in Salary and Benefits
  - 1.69 *No Cuts in Salary*
23. Pay Periods
  - 1.88 *Pay Periods, Salary Payday Schedule*
24. Payment For Work Beyond Regular Work Year

- 1.86 *Counsellors Working Outside School Calendar, Night School Payments/Summer School Payments, Salary-Payment for Additional Days; Not Regular School Days*
- 24. Board Payment of College Fees
  - 1.5 *College Fees, Employer Payment*
- 25. General Benefits
  - 1.10 *General Information, Benefits*
  - 3.36 *Benefits - Management Committee*
- 26. Benefits - Coverage
  - 1.6 *Coverage - Benefits*
  - 1.7 *Dental*
  - 1.9 *Extended Health*
  - 1.11 *Group Life Coverage*
  - 3.37 *Benefits - Optional Life Insurance*
  - 1.12 *Long Term Disability*
  - 1.14 *MSP, Benefits*
  - 1.16 *Deferred Salary Retirement Plan*
  - 1.20 *Vision Care*
  - 1.24 *Clothing Allowance; Uniforms / Coveralls*
  - 2.7 *Medical Leave - Preauthorized Travel for Medical Services Leave*
- 27. Death Benefits
  - 1.8 *Death*
- 28. Unemployment Insurance/SIF Rebate
  - 3.3 *Benefits - UIC (all rebates)*
- 29. Continuation of Benefits
  - 1.13 *Benefits - Payment for During Leave*
  - 1.17 *Salary Indemnity, Salary Continuance, Long Term Disability*
- 30. Retirement Bonuses
  - 1.15 *Pension, Retirement, Superannuation*
  - 1.16 *Retirement Incentive Benefits*
  - 1.22 *Bonus for Long Service*
  - 1.27 *Bonus for Early Retirement, Early Retirement Incentive*
  - 2.8 *Wellness Programs*
- 31. Employee and Family Assistance Program
  - 2.3 *EAP/EFAP*
- 32. Personal Property Insurance
  - 1.102 *Loss of Personal Effects, Theft, Vandalism*
- 33. Group RRSP
  - 3.38 *Benefits - RRSP*

### **Section C — Employment Rights**

- 1. Employment on Continuing Contract
  - 1.31 *Employment/Appointment on Continuing Contract*
  - 1.98 *Employment Rights - Temporary Teachers*

- 3.1 *Appointment - Probationary*
- 2. Dismissal and Discipline for Misconduct
  - 1.37 *Suspension, Dismissal and Discipline*
  - 3.40 *Conduct of a Teacher (Outside School)*
- 3. Dismissal Based on Performance
  - 3.5 *Dismissal for Non-Performance*
- 3.1 The Processes of Evaluation of Teachers' Teaching Performance
- 4. Part-Time Teachers' Employment Rights
  - 1.82 *Part Time Teachers' Sick Leave and Benefits, Employment Rights - Part Time Teachers*
  - 1.83 *Long Services - Part Time Teaching Plan, Part Year Teachers*
- 5. Teacher on Call Hiring Practices
  - 1.95 *Availability of Substitute Teachers and Hiring Practices*
- 6. Seniority-Severance Pay
  - 1.100 *Severance, Seniority*
  - 3.24 *Seniority (not associated with termination/severance)*
- 7. Retraining
  - 1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Leave Retraining, Teaching Training, Upgrading - Board Directed*

**Section D — Working Conditions**

- 1. Hours of Work
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 2. Preparation Time
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
- 3. Regular Work Year for Teachers
  - 1.92 *Regular Work Year for Teachers; School Calendar*
  - 1.104 *Year Round Schools*
  - 3.46 *Reports (Teacher) on Students*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
  - 1.73 *Conference Days - Parent Teacher*
  - 3.50 *Closure of Schools for Health or Safety Reasons*
- 4. Duration of School Day
  - 1.84 *Duration of School Day; Instructional Time, Extended Day; Four Day Week, Librarians; Counsellors Hours and Schedules*
  - 1.77 *Anecdotal Reports for Elementary Students, Staggered Part Day Entries*
- 5. Supervision Duties
  - 1.97 *Duty Free Lunch Hour, Noon Hour Supervision, Supervision Duties*
- 6. Availability of Teacher on Call

- 1.95 *Availability of Substitute Teachers and Hiring Practices*
- 7. Teacher on Call Working Conditions
  - 3.30 *Substitute Teacher Working Conditions*
- 8. Mentor/Beginning Teacher Program
  - 1.4 *Student Teachers, Beginning Teachers, Mentorship Program*
  - 1.72 *Orientation, Teacher, Employee*
- 9. Child Care for Work Beyond Regular Hours
  - 1.35 *Day Care; Child Care*
- 10. Home Education
  - 1.42 *Home Education, Suspended Students, Hospital/Homebound Teachers*
- 11. Itinerant Teachers
  - 1.36 *Definition of Teachers, Itinerant Teachers*
- 12. Non-traditional Worksites
  - 1.3 *Adult Education, Storefront Schools, Satellite School Programs*
- 13. Correspondence Courses
  - 1.33 *Correspondence School*
- 14. Technological Change
  - 3.31 *Adjustment Plan - Board Introduced Change; Technological Change; Library Resource Automation*
- 15. Hearing and Medical Checks
  - 1.105 *Medical Examinations, Tests, Screening for TB; Medical Tests – Hearing*

**Section E — Personnel Practices**

- 1. Definitions
  - 1.36 *Definition of Teachers, Itinerant Teachers*
- 2. NOTE: Re: Selection of Administrative Officers, See Addendum B.
- 3. Non-sexist Environment
  - 3.16 *Non Sexist Environment*
- 4. Sexual Harassment
  - 3.15 *Harassment - Sexual; Personal Harassment*
- 5. Harassment
  - 3.14 *Harassment of Teachers*
- 6. Falsely Accused Employee Assistance
  - 2.4 *Falsely Accused Employee*
- 7. Violence Prevention in Schools



- 3.47 *Acts of Violence Against Teachers*
- 8. Criminal Record Checks
  - 1.111 *Criminal record checks*
- 9. Resignation
  - 3.44 *Employee Terminating Employment*

**Section F — Professional Rights**

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

**Section G — Leaves of Absence**

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

- 1.103 *Study Leave - Year End*
- 6. Bereavement/Compassionate Leave
  - 1.48 *Bereavement Leave*
  - 1.53 *Funeral Leave*
- 7. Leave for Family Illness
  - 1.52 *Care of Dependents Child or Relative - Emergency or Long Term Chronic - Leave, Emergency Leave for Family Illness, Compassionate Leave*
- 8. Discretionary Leave
  - 1.54 *Short Term - Leave, Discretionary; General; Personal*
- 9. Leave for Elected Office and Community Service
  - 1.49 *Community Service; Search and Rescue Leave*
  - 1.51 *Election Leave, Political Leave*
- 10. WCB Leave With Pay
  - 1.21 *WCB*
  - 1.67 *Worker's Compensation - Leave*
- 11. Early Retirement Incentive Plan - separate from B
- 12. Leave of Absence Incentive Plan
  - 1.47 *Absence Incentive Plan - Leave*
- 13. Religious Holidays
  - 1.62 *Religious Holiday - Leave*
- 14. Leave to Attend Retirement Seminars
  - 1.112 *Leave to Attend Retirement Seminars*
- 15. Leave for Communicable Disease
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
- 16. Leave for Conference Participation
  - 1.113 *Leave for Conference Participation*
- 17. Leave for Competitions
  - 1.55 *International Amateur Competition, Sports Competition Leave*
- 18. Leave for Visiting Exchange Teachers (needs broader title)
  - 1.59 *Dept. of Defence, Exchange Teacher; Outside Assignment, Secondment, Detached Duty - Leave, Resource Teacher Assignment*
- 19. Leave for University Convocations (needs broader title)
  - 1.64 *Citizenship, Marriage, Special Circumstances, Grad, Weather Leaves*
- 20. Leave for Blood, Tissue and Organ Donations
  - 1.63 *Communicable Disease, Sick Leave, Sick Leave Portability, Bone Marrow/Cell Separation Program Participation - Leave*
- 21. Leave for Exams

1.50 *Board Directed Upgrading, Educational Leave, Academic, Exams, Board Directed Education Upgrading, Educational Improvements Leave, Professional Development Leave Retraining, Teaching Training, Upgrading,- Board Directed*

22. Miscellaneous Leaves with cost

1.58 *Other - Leave*

1.106 *Committee - Detached Duty*

March 5, 2013 - Provincial

## Appendix 2

### LOCAL MATTERS

## Appendix 2 – Local Matters

### Housekeeping - Form

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

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

1. Local Negotiation Procedures
  - 4.1 *Abeyance of Contract*
2. Recognition of Union
  - 4.39 *Recognition of Union*
3. Access to Worksite
  - 4.2 *Access to Worksite*
4. Use of School Facilities
  - 4.30 *Use of Facilities*
5. Bulletin Board
  - 4.6 *Bulletin Board*
6. Internal Mail
  - 4.15 *Internal Mail*
7. Access to Information
  - 4.40 *Access to Information*
8. Teachers' Assistants (NOTE: See also Addendum C)
  - 4.29 *Aides, Volunteers, Teacher Assistants*
9. Picket Line Protection
  - 4.38 *Protection - Picket Line; School Closures - Re: Picket Lines (Strikes)*
10. Local Dues Deduction
  - 3.48 *Dues Deduction - Association*
11. Staff Representatives
  - 3.51 *Representatives, School Staff*
  - 3.52 *Chief Delegates, Union Staff Representatives, Representation,*  
  
*Due Process Right to Representation*
12. Right to Representation
  - 3.52 *Chief Delegates, Union Staff Representatives, Representation, Due Process Right to Representation*  
  
*1.37 Suspension, Dismissal and Discipline*

13. Staff Orientation  
1.72 *Orientation, Teacher, Employee*

14. Copy of Agreement  
1.26 *Copy of Collective Agreement*

**Section B — Salary and Economic Benefits**

1. Purchase Plans for Equipment  
4.27 *Computer Purchase*

2. Payroll Deductions  
4.24 *Payroll Deductions to Teachers Investment Account; Canada Savings Bond Deductions; Investment of Payroll -Choice of Bank Account*

3. Employee Donations for Income Tax Purposes

**Section C— Employment Rights**

1. Layoff-Recall  
1.100 *Layoff, Termination, Re-Engagement*

2. Part-Time Teachers' Employment Rights  
1.45 *Job Sharing*  
1.74 *Appointment to District (Offer of), Posting & Filling Vacant Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*

**Section D — Working Conditions**

1. Extra-curricular Activities  
3.11 *Extra-curricular*

2. Staff Meetings  
4.28 *Meetings - Staff*

3. Health and Safety  
4.26 *No Smoking - Smoke Free Environment*

4. Health and Safety Committee  
4.14 *Accident Prevention Committee; Health and Safety Committee*

5. Hazardous Materials

6. Student Medication and Medical Procedures  
1.68 *Integration, Mainstreaming, Special Needs Students Specific to Student Medication and Medical Procedures*

7. Local Involvement in Board Budget Process  
4.5 *Committee - Finance Board Budget - Union Involvement, School Funds*

8. Teacher Involvement in Planning New Schools

- 4.27 *Computer Purchase Plan; Construction of New Schools (Teacher Input) Equipment, Utilization, Supplies*
- 9. Space and Facilities
  - 1.110 *space and facilities*
- 10. Services to Teachers
  - 1.107 *School Services to Teachers, Like Translation*
- 11. Inner City Schools
  - 2.9 *Use of Inner City School Funds*

**Section E — Personnel Practices**

- 1. Posting Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
  - 1.101 *Board Initiated Transfers, Involuntary Transfers*
  - 1.30 *Creation of New Positions*
  - 3.25 *General Provisions for Transfer*
  - 3.34 *Teacher Initiated Transfer - Voluntary*
- 2. Filling Vacant Positions
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
  - 3.23 *Posting Procedures - Filling*
  - 3.32 *Posting & Filling Vacant Positions - School Reorganization*
  - 1.101 *Board Initiated Transfers, Involuntary Transfers*
  - 1.30 *Creation of New Positions*
  - 3.33 *Staff Reductions - Transfers (may impact Section C.?)*
  - 3.43 *Job Description*
- 3. Offer of Appointment to the District
  - 1.74 *Appointment to District (Offer of), Posting & Filling Positions, Assignments, Job Sharing, Posting & Filling Vacant Positions*
- 4. Positions and Assignments - referenced to Definition
- 5. Personnel Files
  - 4.20 *Personnel Files*
- 6. School Act Appeals
  - 4.25 *Appeal by Students/Parents Under School Act*
- 7. Board Policy
  - 4.4 *Board Policy - Commercialism in Schools; Input into Board Policy*
- 8. No Discrimination
  - 4.35 *Discrimination*
- 9. Race Relations
  - 4.33 *Multiculturalism; Race Relations*

- 10. Gender Equity  
4.36 *Gender Equity*
- 10.1 NOTE: Re: Selection of Administrative Officers, see Addendum B.
- 11. Parental Complaints  
3.39 *Complaints - Public*

**Section F — Professional Rights**

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

**Section G — Leaves of Absence**

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

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

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

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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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



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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

Date: Original April 23, 1997  
Amended by *Education Services Collective Agreement Amendment Act, 2004*

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“R. Worley”

“K. Halliday”

## LETTER OF UNDERSTANDING NO. 2

**Between:**

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

**And:**

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

### **Re: Agreed Understanding of the Term Teacher Teaching on Call**

For the purposes of this collective agreement, the term Teacher Teaching on Call (TTOC) has the same meaning as Teacher on Call/Employee on Call (TOC/EOC) as found in the 2006-2011 Collective Agreement/Working Documents and is not intended to create any enhanced benefits.

The parties will set up a housekeeping committee to identify the terms in the collective agreement/working documents that will be replaced by Teacher Teaching on Call (TTOC).

Signed this 25<sup>th</sup> day of June, 2012

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

## LETTER OF UNDERSTANDING No. 3. a

Between

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

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

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

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

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Section 4 of Bill 27 indicates that, "Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the collective agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect."

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) "Column C Agreements". Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) "Column A agreements". Lastly, a superior daily rate, both short and long term, for Teachers teaching on call in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation's view that the "No Cut" provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

Notwithstanding the Federation's view on these matters, on a without prejudice and precedent basis to the Federation's overall position in respect of Bill 27 "Education Services Collective Agreement Act" and Bill 28 "Public Education Flexibility and Choice Act", including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

### **1.0 RATE OF PAY MAINTENANCE**

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.

1.1 Continuing Employees

1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.

1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

*Example:*

Fernie Grid — Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.

1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.

a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.

b. Appeals must be referred to the Board and the Union by October 15, 2002.

c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.

1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that he/she would receive according to his/her salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a "Rate of Pay Maintenance Schedule" attached to the Collective Agreement.

**Sample Rate of Pay Maintenance Schedule:**

Name		Annual Salary Effective June 30, 2002	Monthly Installment	
			July 1, 2002	July 1, 2003
First	L	\$39,365	\$202	\$ 13
First	L	\$42,564	\$215	\$ 0
First	L	\$62,752	\$180	\$184

The local parties shall compile and forward the "Rate of Pay Maintenance" Schedule(s) to the provincial parties.

1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what he/she would receive according to his/her salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal

monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.

- 1.1.6 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time he/she is employed.
- 1.1.7 A continuing employee who, except for his/her involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a Teacher teaching on call, be placed on the "Teacher teaching on call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1

- $(B.1 - A.1 = \text{Difference}/10 = \text{Monthly Installment})$

03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2	$B.1 \times 1.025 = B.2$
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- $(B.2 - A.2 = \text{Difference}/10 = \text{Monthly Installment})$

- Notes:*
1. *For 12-month pay schedules, the divisors will be 12.*
  2. *The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.*
  3. *Please refer to Appendix "A" for examples.*

## 1.2 Term/Temporary Employees

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 200 1-2002 school year shall have his/her name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time he/she is employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A.1.2.

- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a Teacher teaching on call, be placed on the "Teacher teaching on call Schedule" at the daily rate he/she would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

### 1.3 Teachers teaching on call

- 1.3.1 Any teacher teaching on call on the Teacher teaching on call List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have his/her daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.3.2 A "Teacher teaching on call Schedule" shall be appended to the collective agreement that identifies each eligible teacher teaching on call and his/her daily rate at June 30, 2002.

#### Sample Teacher teaching on call Schedule:

Name	Daily Rate Effective June 30, 2002
First	\$159.64
First	\$166.70

*NOTE: In some districts the daily rate for TTOCs will be the same for all TTOCs on the Schedule.*

- 1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.
- 1.3.4 The local parties shall compile and forward these "Teacher teaching on call Schedules" to the provincial parties.

### 1.4 Employees Hired After June 30, 2002

- 1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.
- 1.4.2 Teachers teaching on call placed on the Teacher teaching on call list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

## 2.0 SICK LEAVE CREDITS

Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.

## 3.0 SENIORITY LISTS - DISTRICT-WIDE

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the

local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

#### **4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE**

In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May — October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:

- i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early).
- ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).

It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.

Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.

#### **5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS**

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement's staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

#### **6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002**

If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.

#### **7.0 SALARY PLANS**

##### **7.1 Deferred Salary Plan**

Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.

##### **7.2 12 Month Payroll Savings Plan/ 12-Month Pay Plan**

Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.

## **8.0 BENEFIT PLANS - TURNOVER DATE**

- 8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.
- 8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.

## **9.0 INCLUSIONS**

### **9.1 List**

The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.

- i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers. in.
- iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
- iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

### **9.2 School District No.8 (Kootenay Lake)**

Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.

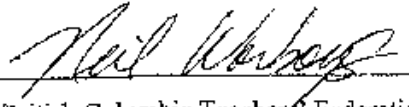
### **9.3 Application**


- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the collective agreement shall apply.
- 9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.




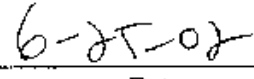
**9.4 School District No.79 (Cowichan Valley)**

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No.65 (Cowichan) and former School District No.66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.

  
British Columbia Teachers' Federation

  
British Columbia  
Public School Employers' Association

  
Date

  
Date

**Appendix "A" to  
LOU Re: Section 4 of Bill 27**

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,336
4	1	\$35,547	\$36,436	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,960	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,385	\$55,755

**Example #1** Teacher hired under old PLA S.D. 1 - Cat. 4, Step 0 = \$38,405 on June 30, 2002

Placed on new scale	Compare with		Annual Difference	Monthly Installment*
	1-Jul-02	1-Jul-03		
	4.1	4.2	\$37,347	\$202
			\$39,365	\$13
			\$40,222	\$127

**Example #2** Teacher hired under old PLA S.D. 1 - Cat. 4, Step 10 = \$52,880 on June 30, 2002

Placed on new scale	Compare with		Annual Difference	Monthly Installment*
	1-Jul-02	1-Jul-03		
	4.10	4.10	\$54,395	\$0
			\$54,202	\$0
			\$55,557	\$0

\* Monthly installment assumes annual salary paid over 10 months

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00-BB-Amalgamation Examples.xlsSheet1

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,337	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,626
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,286	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

Example # 3 Teacher hired under old PLA S.D. 1 - Cat. 5, Step 0 = \$43,626 on June 30, 2002

Placed on new scale	1-Jul-02	5.1	\$42,564	Compare with \$43,626 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03 <td>5.2 <td>\$45,927 <td>\$44,717 <td>\$2,153 <td>\$215</td> </td></td></td></td>	5.2 <td>\$45,927 <td>\$44,717 <td>\$2,153 <td>\$215</td> </td></td></td>	\$45,927 <td>\$44,717 <td>\$2,153 <td>\$215</td> </td></td>	\$44,717 <td>\$2,153 <td>\$215</td> </td>	\$2,153 <td>\$215</td>	\$215
				\$45,835 <td>\$0</td> <td>\$0</td>	\$0	\$0

Example # 4 Teacher hired under old PLA S.D. 1 - Cat. 5+, Step 10 = \$62,976 on June 30, 2002

Salary grid does not contain Category 5+, therefore placed on Category 5

Placed on new scale	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03 <td>5.10 <td>\$64,321 <td>\$64,550 <td>\$1,798 <td>\$180</td> </td></td></td></td>	5.10 <td>\$64,321 <td>\$64,550 <td>\$1,798 <td>\$180</td> </td></td></td>	\$64,321 <td>\$64,550 <td>\$1,798 <td>\$180</td> </td></td>	\$64,550 <td>\$1,798 <td>\$180</td> </td>	\$1,798 <td>\$180</td>	\$180
				\$66,164 <td>\$1,843 <td>\$184</td> </td>	\$1,843 <td>\$184</td>	\$184

\* Monthly installment assumes annual salary paid over 10 months

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

The parties agree that the amounts paid to employees at June 30, 2013, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Signed this 10<sup>th</sup> day of April, 2013

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Jim Iker  
For BCTF

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

Signed this 29<sup>th</sup> day of Sept, 2011

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

The BC Teachers' Federation and the BC Public School Employer's Association agree to support the recruitment and retention of a qualified teaching force in British Columbia.

**Remote Recruitment & Retention Allowance:**

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of \$2,300 upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to her/his full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of \$2,300 as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to her/his full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

Signed this 13<sup>th</sup> day of June, 2012

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

**Schedule A to Provincial Letter of Understanding No. 5 Re: Teacher Supply and Demand Initiatives**

**Schedule A - List of Approved School Districts or Schools**

<b>School Name</b>	<b>Town/Community</b>
<b>05 - Southeast Kootenay (only part of district approved)</b>	
Jaffray Elementary	Jaffray
Grasmere	Grasmere
Elkford Secondary School	Elkford
Rocky Mountain Elem School	Elkford
District Learning Centre - Elkford	Elkford
Sparwood SS	Sparwood
Frank J Mitchell	Sparwood
Mountain View Elementary	
Fernie Sec School	Fernie
Isabella Dickens	Fernie
District Learning Centre - Fernie	Fernie
District Learning Centre - Sparwood	Sparwood
<b>06 - Rocky Mountain (entire district approved)</b>	
<b>08 - Kootenay Lake (entire district approved)</b>	
<b>10- Arrow Lake (entire district approved)</b>	
<b>20 - Kootenay Columbia (entire district approved)</b>	
<b>27 - Cariboo Chilcotin (only part of district approved)</b>	
Anahim Lake	Anahim Lake
Tatla Lake Elem and Jr Sec	Tatta Lake
Forest Grove Elementary	
Alexis Creek	Alexis Creek
Likely Elem	Likely
Naghatanqued Elem	Nemiah
Dog Creek Elem Jr Sec	Dog Creek
Big Lake Elem	Big Lake
Bridge Lake Elem	Bridge Lake
Horsefly Elem	Horsefly
Buffalo Creek Elem	Buffalo Creek
<b>28 - Quesnel (only part of district approved)</b>	
Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko
Wells Elem	Wells
Kersley Elem	Kersley

Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake

**47 - Powell River (only part of district approved)**

Texada Elem	Texada Island
Kelly Creek Elem	

**49 - Central Coast (Entire District)**

**50 - Haida Gwaii/Queen Charlotte (Entire District)**

**51 - Boundary (only part of district approved)**

Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek

**52 - Prince Rupert (Entire District)**

**54 - Bulkley Valley (entire district approved)**

**57 - Prince George (only part of district approved)**

Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride
Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount

**59 - Peace River South (Entire District)**

**60 - Peace River North (Entire District)**

**64 - Gulf Islands (only part of district approved)**

Saturna Elementary	Saturna
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**69 - Qualicum (only part of district approved)**

False Bay School	Lasqueti
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**70 - Alberni (only part of district approved)**

Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet

**72 - Campbell River (only part of district approved)**

Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island

**73 - Kamloops/Thompson (only part of district approved)**

Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek

**74 - Gold Trail (only part of district approved)**

Gold Bridge Community	Gold Bridge/ Bralorne
Sk'il' Mountain Community	Seton Portage/South Shalalth/Shalalth
Lytton Elementary	
Kumsheen Secondary	
Venables Valley Community	Venables Valley
	Lillooet/Pavilion/ Fountain/Band
Cayoosh Elementary	Communities
	Lillooet/ Pavilion / Fountain/Band
George M. Murray Elementary	communities
	Lillooet / Pavilion / Fountain/Band
Lillooet Secondary	communities

**81 - Fort Nelson (Entire District)****82 - Coast Mountain (Entire District)****84 - Vancouver Island West (entire district approved)****85 - Vancouver Island North (Entire District)****87 - Stikine (Entire District)****91 - Nechako Lakes (Entire District)****92 - Nisga'a (Entire District)****93 - Conseil Scolaire Francophone (only part of district approved)**

Ecole Jack Cook	Terrace
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## LETTER OF UNDERSTANDING No. 6

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

Signed this 29<sup>th</sup> day of Sept, 2011

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Tara Ehrcke  
For BCTF

## LETTER OF UNDERSTANDING No. 7

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### AND

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 29<sup>th</sup> day of Sept, 2011

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

## **LETTER OF UNDERSTANDING No. 8**

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List**

The following letter of understanding is meant to clarify the application of Article C.2.2 of the provincial collective agreement with respect to the situation where a laid off teacher on recall in district A obtains a continuing appointment in district B, i.e., while holding recall rights in one (1) district obtains a continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 shall apply:

1. Laid off teacher holding recall rights in one school district may port up to ten (10) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in his/her previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.
6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.
7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

A Teacher has 3 years of seniority in district "A" has been laid off with recall rights. While still holding recall rights in district "A", the teacher secures a continuing appointment in district "B". Once ported, this teacher would have 3 years seniority in district "B", 3 years of seniority in district "A" for recall purposes only and 0 years of seniority in district "A" for any other purposes. This teacher after working 1 year in district "B" accepts recall to a continuing appointment in district "A". Only 3 years of seniority would be ported back to district "A" and for record keeping purposes, the teacher's seniority record in district "B" would be reduced from 4 years down to 1 year.

Example 2

A Teacher has 3 years of seniority in district "A" has been laid off with recall rights. While still holding recall rights in district "A", the teacher secures a continuing appointment in district "B". Once ported, this teacher would have 3 years seniority in district "B", 3 years of seniority in district "A" for recall purposes only and 0 years of seniority in district "A" for any other purposes. After working 2 years in school district "B" this teacher's recall rights in school district "A" are lost. No further seniority can be ported from district "A" to district "B" and for record keeping purposes, the teacher's seniority record in district "A" would be zero for all purposes.

Original signed by:

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Brian Chutter  
For BCPSEA

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Jim Iker  
For BCTF

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April 6, 2011  
Date

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April 6, 2011  
Date

## LETTER OF UNDERSTANDING No. 9

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Provincial Extended Health Benefit Plan**

1. The Provincial Extended Health Benefit Plan as provided for under Article B.11.1 is as set out in Appendix A to this Letter of Understanding.
2. The Provincial Extended Health Benefit Plan may only be amended or altered by agreement of BCPSEA and the BCTF.
3. The carrier/insurer for the Provincial Extended Health Benefit Plan may only be changed with prior consultation between BCPSEA and the BCTF.

The consultation process will be consistent with the 2012 process. In the event of a dispute in the selection/change of the carrier/insurer, the matter shall be referred to Mark Brown, or an agreed-upon alternative, to be dealt with on an expedited basis.

This provision covers any district or local that is part of the Provincial Extended Health Benefit Plan.

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
  - a. Vancouver Teachers' Federation [VSTA, VESTA]<sup>1</sup> / SD No. 39 (Vancouver)
  - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)

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<sup>1</sup> The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.



- c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
- 8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

**Appendix A to Letter of Understanding No. 9**

<b>Benefit Provision</b>		<b>Provincial Extended Health Benefit Plan</b>		
Reimbursement		80% until \$1,000 paid per person, then 100%		
Annual Deductible		\$50 per policy		
Lifetime Maximum		Unlimited		
Coverage Termination		Age 70 or upon earlier retirement. As of January 1, 2016: June 30 <sup>th</sup> following an employee attaining age 75, or upon earlier retirement.		
<b>Prescription Drugs</b>				
Drug Formulary		Blue Rx		
Pay-Direct Drug Card		Yes		
Per Prescription Deductible		\$0		
Sexual Dysfunction		Covered		
Oral Contraceptives		Covered		
Fertility		\$20,000 Lifetime Maximum (starting August 1, 2014)		
<b>Medical Services and Supplies</b>				
Medi-Assist		Included		
Out-of-province emergency medical		Covered		
Ambulance		Covered		
Hospital		Private/Semi-Private		
Private Duty Nursing (including In-home)		\$20,000 per year		
Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by Pacific Blue Cross)		Covered		
	<b>July 1, 2013 - July 31, 2014</b>	<b>August 1, 2014 – June 31, 2017</b>	<b>July 1, 2017 – June 30, 2018</b>	<b>July 1, 2018</b>
Hearing aids	\$1,000 per 60 months	\$2,000 per 48 months	\$2,700 per 48 months	\$3,500 per 48 months

<b>Medical Services and Supplies continued</b>				
	<b>July 1, 2013 - July 31, 2014</b>	<b>August 1, 2014 – June 31, 2017</b>	<b>July 1, 2017 – June 30, 2018</b>	<b>July 1, 2018</b>
Orthopedic shoes	\$400 per year	\$400 per year	\$400 per year	\$500 per year
Orthotics	\$200 per year	\$400 per year	\$500 per year	\$500 per year
<b>Vision Care</b>				
	<b>July 1, 2013 - July 31, 2014</b>	<b>August 1, 2014 – June 31, 2017</b>	<b>July 1, 2017 – June 30, 2018</b>	<b>July 1, 2018</b>
Maximum	\$200 per 24 months	\$400 per 24 months	\$500 per 24 months	\$550 per 24 months
Eye exams per 24 months	Included in Vision Maximum	1 per 24 months*	1 per 24 months*	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum	Included in Vision Maximum	Included in Vision Maximum	Included in Vision Maximum
<b>Paramedical Services</b>				
	<b>July 1, 2013 - July 31, 2014</b>	<b>August 1, 2014 – June 31, 2017</b>	<b>July 1, 2017 – June 30, 2018</b>	<b>July 1, 2018</b>
Naturopath	\$500 per year	\$800 per year	\$800 per year	\$900 per year
Chiropractor	\$500 per year	\$800 per year	\$800 per year	\$900 per year
Massage therapist	\$500 per year	\$800 per year	\$900 per year	\$900 per year
Physiotherapist	\$500 per year	\$800 per year	\$850 per year	\$900 per year
Psychologist	\$500 per year	\$700 per year	\$800 per year	\$900 per year
Speech therapist	\$500 per year	\$700 per year	\$700 per year	\$800 per year
Acupuncturist	\$500 per year	\$700 per year	\$800 per year	\$900 per year
Podiatrist/ Chiropodist	\$500 per year	\$700 per year	\$700 per year	\$800 per year

\* Eye exams are subject to Pacific Blue Cross *Reasonable and Customary* limits.

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Committee to discuss teacher compensation issues**

The parties agree to form a committee to meet by October 1, 2016 to discuss issues related to compensation such as:

- Public and private sector compensation comparisons in BC;
- Teacher compensation comparisons across Canada;
- Labour markets for teachers in BC and across Canada;
- Compensation relationships of other public sector positions in BC with other Canadian jurisdictions;
- Teacher grid harmonization.

The committee shall consist of up to four (4) representatives appointed by each of the parties, unless mutually agreed otherwise.

Signed this 17<sup>th</sup> day of September, 2014.

Original signed by:

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Peter Cameron  
For BCPSEA

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Jim Iker  
For BCTF

**LETTER OF UNDERSTANDING No. 11**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: TTOC call-out and hiring practices**

The parties agree to form a committee to meet by January 30, 2015 to discuss issues of seniority call-out, fair hiring practices, and comparable practices in health and other sectors. The committee may consider pilot projects and other options.

The committee shall consist of up to four (4) representatives appointed by each of the parties, unless mutually agreed otherwise.

Signed this 17<sup>th</sup> day of September, 2014.

Original signed by:

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Peter Cameron  
For BCPSEA

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Jim Iker  
For BCTF

**LETTER OF UNDERSTANDING No. 12**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Secondary teachers' preparation time**

The parties agree to establish a committee by January 30, 2015 to discuss the issue of preparation time for secondary school teachers including weekly preparation time.

The committee shall consist of up to four (4) representatives appointed by each of the parties, unless mutually agreed otherwise.

Signed this 17<sup>th</sup> day of September, 2014.

Original signed by:

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Peter Cameron  
For BCPSEA

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Jim Iker  
For BCTF

**LETTER OF UNDERSTANDING No. 13**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Adult Educators' preparation time**

The parties agree to establish a committee by January 30, 2015 to discuss the issue of preparation time for adult educators.

The committee shall consist of up to four (4) representatives appointed by each of the parties, unless mutually agreed otherwise.

Signed this 17<sup>th</sup> day of September, 2014.

Original signed by:

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Peter Cameron  
For BCPSEA

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Jim Iker  
For BCTF

## LETTER OF UNDERSTANDING No. 14

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### AND

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### Re: Economic Stability Dividend

#### *Definitions*

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23;

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” Is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.



### *The Economic Stability Dividend*

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### *Annual Calculation and publication of the Economic Stability Dividend*

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively May, 1, 2016, May 1, 2017, May 1, 2018 and May 1, 2019.

### *Availability of the Economic Stability Dividend*

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

### *Allowable Method of Payment of the Economic Stability Dividend*

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

Signed this 17<sup>th</sup> day of September, 2014.

Original signed by:

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Peter Cameron  
For BCPSEA

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Jim Iker  
For BCTF

**LETTER OF UNDERSTANDING No. 15**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.51 (BOUNDARY)**

**AND**

**THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**Re: Recruitment and Retention for Teachers at Elementary Beaverdell and Big White  
Elementary School**

Not applicable in School District No. 08 (Kootenay Lake).

**LETTER OF UNDERSTANDING NO. 16(a)**

**BETWEEN**

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

**AND THE**

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

**Re: Article C.4 TTOC Employment – Melding Exercise**

For the purpose of melding the new provincial language C.4 with that of the previous local agreement language surrounding the issue of TTOC experience and increments, the parties agree that the following principles will be applied when melding the language:

1. Article C.4 replaces any previous local agreement language regarding TTOC experience being earned in their present district for the purpose of increment advances in each district.
2. All other previous local agreement language related to TTOC experience, including initial placement is not covered by Article C.4 and as a result will remain and have application.

*Original signed by:*

Renzo Del Negro

Jim Iker

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

April 22, 2015

\_\_\_\_\_  
Dated

## **LETTER OF UNDERSTANDING NO. 16(b)**

### **BETWEEN**

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

### **AND THE**

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

#### **Re: Article C.4 TTOC Employment – Transitional Issues**

Prior to Article C.4 coming into effect on September 19, 2014 there were three (3) possible situations in previous local collective agreements with respect to recognizing TTOC experience towards increments:

1. There was no applicable language in the previous local collective agreement, i.e., TTOC experience was not recognized nor had any effect towards an increment.
2. The previous local collective agreement language recorded but only recognized TTOC experienced once a continuing appointment was obtained in the same district.
3. The previous local collective agreement recognized TTOC experience earned in the district for increment purposes.

The purpose of this letter of understanding is to address these three (3) situations when transitioning from the previous local collective agreement language concerning TTOC experience that would have previously applied prior to Article C.4 coming into effect on September 19, 2014.

#### **1. No Applicable TTOC Experience Language**

As there was no previous recognition of TTOC experience for increment purposes under the previous local collective agreement, there are no transitional issues.

#### **2. TTOC experience recognized when continuing appointment is obtained**

There are some districts that have previous local collective agreement language which only recognizes TTOC experience earned in the district once the employee obtains a continuing appointment.

As a result, there will be some employees who have worked as a TTOC, but had not obtained a continuing appointment in that district prior to Article C.4 coming into effect (September 19, 2014).

For these districts/locals with this specific previous local agreement language, the parties have agreed to the following transitional process:

1. Record for each employee their TTOC experience amount under their previous local agreement as of September 18, 2014.
2. Effective September 19, 2014, Article C.4 would apply for TTOC experience accrued from that date onward.
3. If in the future, the employee attains a continuing appointment in this same district, the recorded amount of TTOC experience in clause 1 above would then be applied to the previous local collective

agreements increment language for continuing employees as it would have previously occurred prior to Article C.4 coming into existence.

For example:

- Recorded amount for John Smith is 240 day of TTOC experience on September 18, 2014.
- John Smith obtains a continuing appointment on September 2, 2015.
- On September 2, 2015, 240 days of TTOC experience would then be applied to the previous local collective agreements increment language for continuing employees as it would have previously occurred prior to Article C.4 coming into existence.

**3. Prior to Article C.4 coming into Effect the Previous Local Collective Agreement Recognized TTOC Experience Earned**

In this situation, on September 19, 2014, any days of TTOC experience remaining on September 18, 2014 under the previous local collective agreement language would be transferred to the TTOC experience provision of Article C.4 which took effect on September 19, 2014.

*Original signed by:*

Renzo Del Negro

Jim Iker

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

April 22, 2015

\_\_\_\_\_  
Dated

## **LETTER OF UNDERSTANDING NO. 16(c)**

### **BETWEEN**

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

### **AND THE**

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

#### **Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District**

The purpose of this letter of understanding is to address situations within a single district where a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC.

Teachers described above accrue experience for the purpose of increment advances under two (2) separate collective agreement provisions (silos), i.e., within a district, the employee triggers increments under Article C.4 for TTOC experience accrued and may also trigger increments under the applicable previous local agreement increment language for temporary/continuing experience accrued.

In order to allow a TTOC the opportunity to transfer, within a district, their TTOC experience earned under Article C.4 (new provision effective September 19, 2014) towards that of the applicable previous local collective agreement increment language for continuing and/or temporary employees, the parties agree to the following:

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Art C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).

10. For a transfer to occur effective August 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than June 30<sup>th</sup> of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than November 15<sup>th</sup> of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15<sup>th</sup> of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date of LOU 16(c) signed below.

Example:

1. On June 1, 2015, Teacher A provides written notice to the district that they would like to transfer their Article C.4 TTOC experience that they will have accrued up until June 30, 2015 (in terms of closest equivalent month) to their temporary/continuing previous local agreement increment experience bank.
2. On June 30, 2015, Teacher A has 70 TTOC days of experience accrued under Article C.4.
3. On August 31, 2015, 4 months of experience would be transferred to their experience bank under the applicable previous local collective agreement increment language for continuing and/or temporary employees and 2 days of TTOC experience would remain in their TTOC bank under Article C.4. (70 divided by 17 = 4 whole months, with 2 days remaining)
4. Effective August 31, 2015, the previous local collective agreement increment language for temporary/continuing employees would then apply to the 4 months of experience that was transferred.

*Original signed by:*

Renzo Del Negro

Jim Iker

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

April 22, 2015

\_\_\_\_\_  
Date



**TEACHER NOTICE: LOU 16(c) – TTOC EXPERIENCE TRANSFER REQUEST – FORM A**

**Re: August 31<sup>st</sup> transfers for TTOC experience accrued up to and including June 30<sup>th</sup>**

This constitutes my written notice under LOU No. 16(c) of the collective agreement that I, \_\_\_\_\_ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including June 30, \_\_\_\_\_) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective August 31, \_\_\_\_\_.

I understand that once I submit this application to the employer, this decision to transfer is final and cannot be reversed.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
District Receipt Confirmed

\_\_\_\_\_  
Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than June 30<sup>th</sup> of the preceding school year for a transfer for TTOC experience credits earned up to and including June 30<sup>th</sup> to take effect on August 31<sup>st</sup> of the following school year.

**TEACHER NOTICE: LOU 16(C) - TTOC EXPERIENCE TRANSFER REQUEST - FORM B**

**Re: December 31<sup>st</sup> transfers for TTOC experience accrued up to and including  
November 15<sup>th</sup>**

This constitutes my written notice under LOU No. 16(c) of the collective agreement that I, \_\_\_\_\_ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including November 15, \_\_\_\_\_) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective December 31, \_\_\_\_\_.

I understand that once I submit this application to the employer, this decision to transfer is final and cannot be reversed.

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
District Receipt Confirmed

\_\_\_\_\_  
Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than November 15<sup>th</sup> of the school year for a transfer for TTOC experience credits earned up to and including November 15<sup>th</sup> to take effect on December 31<sup>st</sup> of the same school year.

## LETTER OF UNDERSTANDING NO. 17

### BETWEEN

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

### AND THE

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

**Re: Education Fund and Impact of the Court Cases**

#### **1. Education Fund**

The Education Fund is established as follows:

- Effective for the 2014–2015 school year: \$75 million
- Effective for the 2015–2016 school year: \$80 million
- Effective for the 2016–2017 school year: \$80 million
- Effective for the 2017–2018 school year: \$80 million
- Effective for the 2018–2019 school year: \$85 million

#### Local Consultations

Prior to the start of each school year (and upon ratification in 2014-15) the principal and/or vice-principal of each school in a district will meet with the local union staff representative(s) and either the school staff or the staff committee. The purpose of the meeting is to agree on recommendations to address working and learning needs. The money from the fund will be used for additional bargaining unit employees.

Each school will recommend a staffing allocation plan to the superintendent and the local union president.

#### District Allocation Plan

The superintendent and the local union president will meet and, after considering the school staffing recommendations, will allocate the Education Fund by mutual agreement. If the superintendent and the local president are unable to agree after making good faith effort to do so, the decision of the superintendent will be the allocation.

## **2. The Impact of the Court Cases Related to Class Size and Composition**

The above Education Fund is subject to the final appellate judgment on the appeal of the 2014 decision of Justice Griffin. If the final judgment affects the content of the collective agreement by fully or partially restoring the 2002 language, the parties will reopen the collective agreement on this issue and the parties will bargain from the restored language. The Education Fund provisions will continue in effect until there is agreement regarding implementation and/or changes to the restored language.

[*Note:* This LOU incorporates into the 2013-2019 Provincial Collective Agreement the terms of Section C of the September 17, 2014 Memorandum of Agreement originally signed by Peter Cameron for BCPSEA and Jim Iker for the BCTF.]

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