

**2013 –2019 – DISTRICT WORKING DOCUMENT**  
**PROVINCIAL and LOCAL AGREEMENT**  
**A WORKING DOCUMENT**

**- Between -**

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

**Greater Victoria Teachers’ Association  
(The “Local”)**

**- and -**

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

**Board of Education of School District No. 61 (Greater Victoria)  
(The “Employer”)**

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

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

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

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## PREAMBLE

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

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two 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. The total premium expense for the following employee benefits shall be borne by the employee, in the event of a strike or by the employer in the event of a lockout:
  - a. Medical Services Plan of BC
  - b. Extended Health Benefits
  - c. Group Life Insurance
  - d. Dental Plan
7. There shall be no strikes or lockouts so long as this Agreement continues to operate.

### **ARTICLE A.2 RECOGNITION OF THE UNION**

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

### **ARTICLE A.3 MEMBERSHIP REQUIREMENT**

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of



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

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

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

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

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives. 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 teaching on call that may be required.

## **Local Provisions**

### **10. Expedited Arbitration**

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

## **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 NO CONTRACTING OUT**

1. All positions within the bargaining unit that become vacant as a result of, but not limited to, retirement, resignation, increased enrolment, leave of absence, lay-off or termination will remain within the bargaining unit.
2. No position that would normally be filled by a member of the bargaining unit shall be contracted out unless by mutual agreement.
3. Any dispute with respect to the contracting out or assignment of bargaining unit work may be resolved by either party referring this matter directly to arbitration under Article A.6.6 of this Collective Agreement.

## **ARTICLE A.21 DEFINITION OF AN EMPLOYEE**

1. Employee means any teacher as defined in Part 1 of the *School Act*.
2. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
3. The Board shall notify the Association of all new education positions offered in the District and submit to the local Association offices a written job description of the new position(s). Newly created positions, other than Superintendent of Schools, Assistant Superintendents, Directors of Instruction, Assistant Directors, Principals or Vice Principals, shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

## **ARTICLE A.22 SECONDMENT AND RELEASE TIME**

1. **President and First Vice-President's Release**
  - a. The Board hereby agrees to release the President and First Vice-President of the Association from their teaching duties for the duration of their term of office.
  - b. The Board shall continue to pay the President and First Vice-President her/his salary and to provide benefits as specified in the Agreement. The Association shall reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
  - c. For the purpose of pension, experience, sick leave and seniority, the President and First Vice-President shall be deemed to be in the full employ of the Board. The President or First Vice-President shall inform the Board of the number of days or partial days, if any, that (s)he was absent from her/his duties due to illness. Such days or part days shall be deducted from her/his accumulated sick leave credits.

- d. The teacher returning to full teaching duties from a term as President or First Vice-President shall be assigned to the position held prior to the release or to another available position which is acceptable to the teacher.
- e. In the event the President is unable to fulfil the presidential duties, the Board shall provide a teacher-teaching-on-call to permit another Association member to assume the duties of the President. Provisions of this Article, (a) to (d), shall apply.

## 2. **Secondment**

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

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

## 3. **Other Release Time**

An employee covered by this Agreement who is a member of the executive committee, Representative Assembly, a committee or task force of either the local or the BCTF, the CTF, the Teacher Regulation Branch or appointed an official representative or delegate of the local or the BCTF, or who is an Association staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the teacher-teaching-on-call.

## **ARTICLE A.23 STAFF COMMITTEE**

- 1. There shall be established in each school by September 30 of each school year, a Staff Committee. This committee shall operate without derogating from the duties and authority vested in the school's administrative officers pursuant to the *School Act* and *School Act Regulations*, and shall not abrogate the provisions of the collective agreement or the policies of the Board.
- 2. The composition of the committee shall be determined by the teaching staff but shall include at least one administrative officer of the school. The committee may also include other than teaching staff members if the committee deems their inclusion appropriate.

3. The committee shall have the right to provide advice and/or recommendations to the administrative officers and to consider aspects of school operation, including the following:
  - a. School regulations, policies and routines.
  - b. School educational philosophy and policy.
  - c. Non-instructional days.
  - d. Curriculum.
  - e. School planning.
  - f. Evaluation and reporting.
  - g. School timetable and organization.
  - h. Professional development activities of teachers.
  - i. Timing and nature of informal student reports.
  - j. Timing of formal student reports.
4. In order to assist in the undertaking of the above, the committee:
  - a. Will have access to:
    - i. all relevant information necessary for development of educationally sound recommendations, and
    - ii. all school level budget and financial information.
  - b. Will hold regular meetings throughout the year, with agendas published in advance and minutes recorded and circulated.
  - c. Will function according to procedures approved by the majority vote of the committee members.
5. Should the school administration fail to implement recommendations of the school staff committee, reasons shall be provided to the committee. The committee may forward a copy of the recommendation to the Superintendent who will investigate the matter and respond in writing to the committee.

#### **ARTICLE A.24 ACCESS TO INFORMATION**

1. To assist participation in the school decision-making process, the staff shall have access to relevant information, including but not limited to school-level budget and financial information. The process for requesting information shall be agreed to in each school by the staff and administration.
2. On behalf of a teaching staff, the Local may request relevant school-site information.
3. To promote the resolution of issues of mutual concern, the GVTA shall have access to relevant information, including but not limited to district-level budget and financial

information. The process for requesting information shall be agreed to by the superintendent and the GVTA president by September 30 in each school year.

**ARTICLE A.25      REPRODUCTION AND DISTRIBUTION OF THE COLLECTIVE AGREEMENT**

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

**ARTICLE A.26      ASSOCIATION/BOARD LIAISON**

**1. Professional Consultative Committee**

- a. At the request of the superintendent or the GVTA president, a meeting shall be held between the executive committee and the superintendent.
- b. Unless mutually agreed, there will be no more than five meetings per school year.
- c. The responsibility for chairing and agenda setting shall be shared by the superintendent and the GVTA president.

**2. Professional Relations Committee**

- a. There shall be a standing committee comprised of five representatives of district leadership and five member representatives of the GVTA appointed by the GVTA executive.
- b. The committee shall meet monthly during the school year unless mutually agreed by the superintendent and the GVTA president.
- c. The purpose of the committee shall be to promote mutual understanding, discussion and collaborative resolution of contract-related and professional concerns of a general nature including those which may potentially lead to grievances and to provide advice.
- d. The responsibility for chairing and agenda setting shall be shared.
- e. The functioning of this committee shall not prejudice the operation of the collective agreement, including the grievance procedure.

## **ARTICLE A.27      PICKET LINE PROTECTION**

1. All employees covered under this agreement shall have the right to refuse to cross or refuse to work behind a legal picket line as defined by the *Labour Relations Code*. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
2. Failure to cross a legal picket line encountered in carrying out School Board business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action by the Board.
3. The Board shall not request, require, nor direct teachers covered under this agreement, to do work or carry out duties normally performed by employees engaged in a strike, or locked out; nor shall the Board direct teachers to request, require or direct students to carry out such duties.

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

1. Representatives of the Association and/or the BCTF, authorized by the local Association, shall have the right to transact Association business on school property and utilize District facilities.
2. The Association shall have the right to use school facilities and equipment for meetings and other Association activities.
3. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staffroom in each school building.
4. The Association shall have access to the District mail service and employee mailboxes, free of charge, for communication to bargaining unit members.

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

### **ARTICLE B.1      SALARY**

1. The 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. Basic Salary Scale**

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

*Teacher Salary Grid As At July 1, 2013 – August 31, 2014*

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

*Teacher Salary Grid As At September 1, 2014 – December 31, 2014*

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 45,331	\$ 49,599	\$ 53,410	\$ 54,749
1	\$ 47,461	\$ 52,002	\$ 56,000	\$ 57,405
2	\$ 49,590	\$ 54,405	\$ 58,590	\$ 60,061
3	\$ 51,720	\$ 56,808	\$ 61,181	\$ 62,717
4	\$ 53,849	\$ 59,212	\$ 63,771	\$ 65,373
5	\$ 55,979	\$ 61,615	\$ 66,361	\$ 68,029
6	\$ 58,109	\$ 64,018	\$ 68,951	\$ 70,685
7	\$ 60,238	\$ 66,421	\$ 71,542	\$ 73,341
8	\$ 62,368	\$ 68,825	\$ 74,132	\$ 75,997
9	\$ 64,498	\$ 71,228	\$ 76,722	\$ 78,652
10	\$ 68,293	\$ 75,840	\$ 81,391	\$ 83,341

**Teacher Salary Grid As At January 1, 2015 – April 30, 2016**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 45,897	\$ 50,219	\$ 54,078	\$ 55,434
1	\$ 48,054	\$ 52,652	\$ 56,700	\$ 58,122
2	\$ 50,210	\$ 55,085	\$ 59,323	\$ 60,811
3	\$ 52,367	\$ 57,518	\$ 61,945	\$ 63,501
4	\$ 54,523	\$ 59,952	\$ 64,569	\$ 66,190
5	\$ 56,678	\$ 62,385	\$ 67,191	\$ 68,879
6	\$ 58,835	\$ 64,818	\$ 69,813	\$ 71,569
7	\$ 60,991	\$ 67,252	\$ 72,436	\$ 74,258
8	\$ 63,147	\$ 69,685	\$ 75,058	\$ 76,946
9	\$ 65,304	\$ 72,118	\$ 77,681	\$ 79,635
10	\$ 69,147	\$ 76,788	\$ 82,408	\$ 84,383

**Teacher Salary Grid As At May 1, 2016 – June 30, 2016**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 46,104	\$ 50,444	\$ 54,321	\$ 55,683
1	\$ 48,270	\$ 52,889	\$ 56,955	\$ 58,384
2	\$ 50,436	\$ 55,333	\$ 59,590	\$ 61,085
3	\$ 52,602	\$ 57,777	\$ 62,224	\$ 63,786
4	\$ 54,768	\$ 60,222	\$ 64,859	\$ 66,488
5	\$ 56,933	\$ 62,666	\$ 67,493	\$ 69,189
6	\$ 59,099	\$ 65,110	\$ 70,127	\$ 71,891
7	\$ 61,266	\$ 67,554	\$ 72,762	\$ 74,592
8	\$ 63,432	\$ 69,998	\$ 75,396	\$ 77,292
9	\$ 65,598	\$ 72,442	\$ 78,031	\$ 79,994
10	\$ 69,458	\$ 77,134	\$ 82,779	\$ 84,763



**Teacher Salary Grid As At July 1, 2016 – June 30, 2017**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 46,565	\$ 50,949	\$ 54,864	\$ 56,240
1	\$ 48,753	\$ 53,417	\$ 57,525	\$ 58,968
2	\$ 50,941	\$ 55,886	\$ 60,186	\$ 61,696
3	\$ 53,128	\$ 58,355	\$ 62,846	\$ 64,424
4	\$ 55,316	\$ 60,824	\$ 65,508	\$ 67,153
5	\$ 57,503	\$ 63,293	\$ 68,168	\$ 69,881
6	\$ 59,690	\$ 65,761	\$ 70,828	\$ 72,610
7	\$ 61,878	\$ 68,230	\$ 73,490	\$ 75,338
8	\$ 64,066	\$ 70,698	\$ 76,150	\$ 78,065
9	\$ 66,254	\$ 73,167	\$ 78,811	\$ 80,794
10	\$ 70,152	\$ 77,905	\$ 83,607	\$ 85,610

**Teacher Salary Grid As At May 1, 2017 – June 30, 2017**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 46,728	\$ 51,127	\$ 55,056	\$ 56,437
1	\$ 48,923	\$ 53,604	\$ 57,726	\$ 59,174
2	\$ 51,119	\$ 56,082	\$ 60,397	\$ 61,912
3	\$ 53,314	\$ 58,559	\$ 63,066	\$ 64,650
4	\$ 55,510	\$ 61,037	\$ 65,737	\$ 67,388
5	\$ 57,704	\$ 63,514	\$ 68,407	\$ 70,126
6	\$ 59,899	\$ 65,991	\$ 71,076	\$ 72,864
7	\$ 62,095	\$ 68,469	\$ 73,747	\$ 75,602
8	\$ 64,290	\$ 70,946	\$ 76,416	\$ 78,338
9	\$ 66,486	\$ 73,423	\$ 79,087	\$ 81,076
10	\$ 70,398	\$ 78,178	\$ 83,900	\$ 85,910

**Teacher Salary Grid As At July 1, 2017 – April 30, 2018**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 46,962	\$ 51,383	\$ 55,332	\$ 56,719
<b>1</b>	\$ 49,168	\$ 53,872	\$ 58,015	\$ 59,470
<b>2</b>	\$ 51,374	\$ 56,362	\$ 60,699	\$ 62,221
<b>3</b>	\$ 53,581	\$ 58,852	\$ 63,382	\$ 64,973
<b>4</b>	\$ 55,787	\$ 61,342	\$ 66,066	\$ 67,725
<b>5</b>	\$ 57,993	\$ 63,832	\$ 68,749	\$ 70,476
<b>6</b>	\$ 60,199	\$ 66,321	\$ 71,432	\$ 73,228
<b>7</b>	\$ 62,405	\$ 68,811	\$ 74,116	\$ 75,980
<b>8</b>	\$ 64,612	\$ 71,301	\$ 76,799	\$ 78,730
<b>9</b>	\$ 66,818	\$ 73,790	\$ 79,483	\$ 81,482
<b>10</b>	\$ 70,750	\$ 78,568	\$ 84,319	\$ 86,339

**Teacher Salary Grid As At May 1, 2018 – June 30, 2018**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 47,619	\$ 52,102	\$ 56,106	\$ 57,513
<b>1</b>	\$ 49,856	\$ 54,627	\$ 58,827	\$ 60,302
<b>2</b>	\$ 52,094	\$ 57,151	\$ 61,548	\$ 63,093
<b>3</b>	\$ 54,331	\$ 59,676	\$ 64,269	\$ 65,883
<b>4</b>	\$ 56,568	\$ 62,201	\$ 66,991	\$ 68,673
<b>5</b>	\$ 58,804	\$ 64,725	\$ 69,711	\$ 71,463
<b>6</b>	\$ 61,042	\$ 67,250	\$ 72,432	\$ 74,253
<b>7</b>	\$ 63,279	\$ 69,774	\$ 75,153	\$ 77,043
<b>8</b>	\$ 65,516	\$ 72,299	\$ 77,874	\$ 79,832
<b>9</b>	\$ 67,753	\$ 74,823	\$ 80,595	\$ 82,623
<b>10</b>	\$ 71,741	\$ 79,668	\$ 85,500	\$ 87,548

**Teacher Salary Grid As At July 1, 2018 – April 30, 2019**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,857	\$ 52,363	\$ 56,387	\$ 57,801
1	\$ 50,106	\$ 54,900	\$ 59,121	\$ 60,604
2	\$ 52,354	\$ 57,437	\$ 61,856	\$ 63,408
3	\$ 54,603	\$ 59,974	\$ 64,590	\$ 66,212
4	\$ 56,851	\$ 62,512	\$ 67,326	\$ 69,016
5	\$ 59,098	\$ 65,049	\$ 70,060	\$ 71,820
6	\$ 61,347	\$ 67,586	\$ 72,794	\$ 74,624
7	\$ 63,595	\$ 70,123	\$ 75,529	\$ 77,429
8	\$ 65,844	\$ 72,660	\$ 78,263	\$ 80,232
9	\$ 68,092	\$ 75,197	\$ 80,998	\$ 83,036
10	\$ 72,099	\$ 80,067	\$ 85,927	\$ 87,986

**Teacher Salary Grid As At May 1, 2019 – June 30, 2019**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,336	\$ 52,886	\$ 56,951	\$ 58,379
1	\$ 50,607	\$ 55,449	\$ 59,712	\$ 61,210
2	\$ 52,878	\$ 58,011	\$ 62,475	\$ 64,042
3	\$ 55,149	\$ 60,574	\$ 65,236	\$ 66,874
4	\$ 57,420	\$ 63,137	\$ 67,999	\$ 69,706
5	\$ 59,689	\$ 65,700	\$ 70,760	\$ 72,539
6	\$ 61,960	\$ 68,262	\$ 73,522	\$ 75,371
7	\$ 64,231	\$ 70,824	\$ 76,284	\$ 78,203
8	\$ 66,502	\$ 73,387	\$ 79,046	\$ 81,034
9	\$ 68,773	\$ 75,949	\$ 81,808	\$ 83,866
10	\$ 72,820	\$ 80,867	\$ 86,786	\$ 88,866

\*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.

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

- a. The rate of deduction for a day without pay shall be 1/195th of the current annualized salary of a teacher.
- b. Teachers shall be paid their annualized salary in twenty equal consecutive semi-monthly installments commencing in September. Mid-month payments will be issued on the 15th day of each month or in the event that the 15th day falls on a weekend, payment will be issued on the preceding Friday. Month-end payments will be issued on the last day of the month, or in the event that the month end falls on a weekend, payment will be issued on the preceding Friday.
- c. In the event that a temporary vacancy or continuing contract commences on a day other than the first school day in that month, or terminates on a day other than the last school day in that month, the formula for payment per day for that month shall be:

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

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

**ARTICLE B.2 TEACHER 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 teacher-teaching-on-call assigned to a school and not utilized shall be paid the amount of the day for which they were to be employed.
8. A teacher-teaching-on-call shall receive a minimum two hour call out except when a part-time teacher is utilized within her/his school.
9. A short term assignment is one that is expected to last for fewer than twenty (20) working days.

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

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

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

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

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

1. In this Article:
  - a. “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where he/she has provided thirty (30) days’ written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.

10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

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

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

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

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

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

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

### **Local Provisions**

11. The Board will provide teachers the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:
  - a. Be on a continuing appointment or a temporary contract of 0.5 FTE or greater and for not less than ten months.
  - b. Notify the Board through its Payroll Office, in writing using the prescribed form, no later than 4:30 p.m. on the Friday following the first day of school in September that they wish to participate in the plan.
  - c. Notify the Board, through its Payroll Office, in writing by June 30<sup>th</sup> if they do not wish to continue in the Payroll Savings Plan the following year.
12. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
  - a. For September to June:
    - i. The semi-monthly net pay includes a deduction for the Payroll Savings Plan set at 16.67% of their net semi-monthly salary.
    - ii. The 16.67% of net semi-monthly salary will be paid into the Payroll Savings Plan.
  - b. For July and August:
    - i. The amount accumulated in the Payroll Savings Plan will be paid by the Board in two equal installments into the employee's bank account on July 15 and August 15. If any of these days are non-banking days, the transfer will be made on the last banking day preceding these dates.
13. All payments will be made by direct deposit to the bank, credit union or trust company of the employee's choice.



14. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions for the remainder of the school year unless they have resigned from the District or been granted a leave that results in an interruption to earnings or have been terminated for cause. Other withdrawals from the plan would be in accordance with Article B.8.11.c.
15. The Board will make teachers aware of the Payroll Savings Plan when they sign their contract at the Board office on the date of their hire.
16. The interest earned on the monies in the Payroll Savings Plan will be disbursed by the Board first to offset the start-up costs of this plan. As agreed annually in September by the Board and the Association, and in accordance with the bank interest rates established by the Board's banking institution (currently C.I.B.C.), interest earned over and above the monies needed to offset the on-going administration costs of this plan will be distributed equitably to the plan subscribers.

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

**PCA Article B.9.1 through B.9.3 is not applicable in SD No. 61 (Greater Victoria). See Article B.1.5.b.**

## **ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE**

1. Provincial Article B.10.1 does not apply in School District No. 61 (Greater Victoria).
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. Provincial Article B.10.1 does not apply in School District No. 61 (Greater Victoria).
4. Provincial Article B.10.4 does not apply in School District No. 61 (Greater Victoria).
5. Provincial Article B.10.5 does not apply in School District No. 61 (Greater Victoria).

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

### **Local Provisions:**

#### **6. Kilometre Allowance**

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

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

## **ARTICLE B.11      BENEFITS**

1.      Effective July 1, 2012, 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.      Medical Services Plan of BC and Extended Health Benefits**

- a.      Effective September 1, 1994, the Board shall contribute seventy percent (70%) of the cost of the M.S.P. basic plan for any teacher in an assignment or accumulated assignment of at least 0.5 FTE who contributes thirty percent (30%) of the premium cost. The eligibility of participants will be as stipulated by the agreement between the M.S.P. and the Board.
- b.      Effective September 1, 1994, the Board shall contribute seventy-five percent (75%) of the cost of the Provincial Extended Health Benefit Plan for any teacher in an assignment or accumulated assignment of at least 0.5 FTE who contributes twenty-five percent (25%) of the premium cost.
- c.      A teacher covered under this plan whose assignment or accumulated assignment is subsequently reduced to below 0.5 FTE shall continue to receive coverage as stipulated above.

#### **6.      Group Insurance**

- a.      The Board shall pay fifty percent (50%) of the cost of group life insurance under the BCTF/BCSTA Group Insurance Plan for any teacher in an assignment or

accumulated assignment of at least 0.5 FTE who contributes fifty percent (50%) of the premium cost.

- b. A teacher covered under this plan whose assignment or accumulated assignment is subsequently reduced to below 0.5 FTE shall continue to receive coverage as stipulated in Article B.11.3.a.
- c. Any premium contributed by any employee toward the total premium payable under this policy for insurance on the life of such employee shall be deemed by the employer to be applied first to the premium for the amount of her/his insurance (if any) in excess of \$25,000 and the balance (if any) of the employee's premium shall be deemed by the employer to be applied to the first \$25,000 of her/his insurance.

## 7. **Dental Plan**

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

Dental coverage shall be as follows:

Part 1 (A) - 100% of dental fee

Part 2 (B) - 50% of dental fee. Effective July 1, 2018, Part 2 (B) coverage is 60%.

Part 3 (C) - 50% of dental fee, with a maximum lifetime benefit of \$2,000 per family member. Effective July 1, 2015, Part 3 (C) coverage is 75% and lifetime limit is \$5,000.

- b. A teacher covered under this plan whose assignment or accumulated assignment is subsequently reduced to below 0.5 FTE shall continue to receive coverage as stipulated in Article B.11.7.a.

## 8. **Part-time Teachers and Teachers on Leave of Absence**

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

## 9. **Benefit Continuation after Statutory Sick Leave**

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

10. **Workers' Compensation Benefits**

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

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

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

- a. The Board shall provide the Association with a copy of the current policy in effect for each of the teacher benefit plans, and a copy of any financial/actuarial statements for those benefit plans at the time that they are provided to the Board.
- b. The coverage under these plans shall not be altered or amended nor the carrier changed without prior consultation with the Association.

**ARTICLE B.12 CATEGORY 5+**

1. Eligibility for Category 5+

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

2. Criteria for Category 5+

- a. The eligibility requirements pursuant to 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 PLACEMENT ON SALARY SCALE**

1.
  - a. Except as otherwise provided in this Agreement, salary category of all teachers will be verified by the most recent evaluation of the Teacher Regulation Branch or the Teacher Qualification Service.
  - b. The salary schedule is a basic scale, however, and the Board reserves the right to pay in special circumstances any teacher a salary higher than that provided in the schedule, in which case the Association shall be notified accordingly. The President of the Association shall be notified in writing of each appointment made under this Clause.
  - c. Persons holding Letters of Permission whose years of preparation can be equated by the Board to university training shall be placed one category below that which would apply if their total years of training had included one year of teacher preparation, with the exception of teachers appointed under Article B.20.5.

### **2. Increment Dates**

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

### **3. Qualification Period for Increment**

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

b. Part-time Service

- i. a teacher employed for a school year on a part-time basis may be granted increments in accordance with the following conditions:
  - (1) Periods of part-time service may be combined and if the total service equals ten months on full-time, an increment shall be granted.
  - (2) Consideration may be given to the granting of one increment for service which equals at least eight months.
- ii. part-time service in any other school District(s) in B.C. will rank equally with part-time service in School District 61. It shall be the responsibility of the teacher to submit a certified statement for this type of service with each period expressed as a decimal or percentage of the school year.
- iii. the provisions of the salary agreement currently in effect shall apply when considering partial year service in other provinces or countries. Proof of such service will be required.
- iv. part-time service will be calculated on the basis of the number of hours instruction offered in a school day, school week, or timetable cycle.
- v. part-time and partial year service may be combined in order to qualify for an increment.

c. Partial Year Service

- i. a teacher employed for less than eight months in each of two or more school years may be granted increments in accordance with the following conditions:
  - (1) Periods of partial year service may be combined and if the total service is ten months, an increment shall be granted.
  - (2) Consideration may be given to the granting of one increment for combined service which totals at least eight months.
- ii. partial year service in any other school District(s) in B.C. will rank equally with partial year service in School District 61. It shall be the responsibility of the teacher to submit a certified statement for this type of service with each period expressed as a decimal or percentage of the school year.
- iii. the provisions of the salary agreement currently in effect shall apply when considering partial year service in other provinces or countries. Proof of such service will be required.

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

d. Increment Payable

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

- i. on exchange or on a special assignment in the field of education carrying full pay.
- ii. one increment may be granted to a teacher on leave of absence for professional growth, provided a satisfactory statement is submitted covering the case.

**4. Recognition of Other School Experience**

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

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

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

- a. Is a non-profit organization.
- b. Is responsible to a Board of Governors.
- c. Has been in existence for a minimum of five years.
- d. Has provision for inspection

## **5. Recognition of Journeyman's Experience**

- a. Vocational teachers who have qualified as Journeymen in accordance with the *Apprenticeship and Tradesmen's Qualifications Act* and are appointed to teach more than half time in their area of specialty in a junior or senior secondary school, will be placed no lower than Category 4 on the salary scale.
- b. Vocational teachers will be allowed credit to a maximum of five increments, for experience as qualified journeymen, on a ratio of two years' journeyman experience to one year of salary credit.

## **6. Recognition of Other Experience**

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

## **7. Certification Changes**

- a. The transfer from category to category by virtue of changed qualifications shall become remuneratively effective on the date so assigned and shown on the Teacher Qualification Service card, provided such card is presented to the Board within ninety (90) days of the assigned date of category change. Cards presented later than ninety (90) days shall result in the remunerative change becoming effective on the first day of the month following presentation.
- b. Any revision of category determined by an appeal decision of the Teacher Qualification Service shall be retroactive to September 1 where the appeal is taken and the decision rendered prior to November 30, or to January 1 where the appeal is taken and the decision rendered prior to March 31.

## **ARTICLE B.21 ALLOWANCES**

### **1. Department Heads**

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



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

i. schools enrolling  $\geq 750$  students.....

Effective July 1, 2013	\$16,537
Effective September 1, 2014	\$16,868
Effective January 1, 2015	\$17,079
Effective May 1, 2016	\$17,155
Effective July 1, 2016	\$17,327
Effective May 1, 2017	\$17,388
Effective July 1, 2017	\$17,475
Effective May 1, 2018	\$17,719
Effective July 1, 2018	\$17,808
Effective May 1, 2019	\$17,986

\*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.

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

Effective July 1, 2013	\$14,883
Effective September 1, 2014	\$15,181
Effective January 1, 2015	\$15,370
Effective May 1, 2016	\$15,440
Effective July 1, 2016	\$15,594
Effective May 1, 2017	\$15,649
Effective July 1, 2017	\$15,727
Effective May 1, 2018	\$15,947
Effective July 1, 2018	\$16,027
Effective May 1, 2019	\$16,187

\*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.

- c. Department Heads shall be paid on the following basis:
- i. all Department Heads shall receive a base allowance of

Effective July 1, 2013	\$1,241
Effective September 1, 2014	\$1,266
Effective January 1, 2015	\$1,282
Effective May 1, 2016	\$1,287
Effective July 1, 2016	\$1,300
Effective May 1, 2017	\$1,305
Effective July 1, 2017	\$1,311
Effective May 1, 2018	\$1,330
Effective July 1, 2018	\$1,336
Effective May 1, 2019	\$1,350

\*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.

- ii. the remaining school allocation shall be paid to Department Heads in accordance with the expectations for the position for the ensuing year.
- d. Department Head allocations to schools shall be based upon the number of FTE students in a school at September 30.
- e. Department Head allowances according to the table below shall be paid each year to the coordinators of provincial resource programs, including but not limited to the following:
- i. Regional Coordinator SET-BC,

ii. Provincial Integration Support Program Coordinator.

Effective July 1, 2013	\$1,723
Effective September 1, 2014	\$1,757
Effective January 1, 2015	\$1,779
Effective May 1, 2016	\$1,787
Effective July 1, 2016	\$1,805
Effective May 1, 2017	\$1,812
Effective July 1, 2017	\$1,821
Effective May 1, 2018	\$1,846
Effective July 1, 2018	\$1,855
Effective May 1, 2019	\$1,874

\*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. Teacher in Charge**

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

h. Rate of Compensation.

- i. when acting as Teacher in Charge for one (1) full day and up to five (5) continuous days, the teacher shall receive 50% of the daily allowance of the administrator being replaced.
- ii. when acting as Teacher in Charge for six (6) full days and up to twenty (20) continuous days the teacher shall receive 75% of the daily allowance of the administrator being replaced for the full duration of the appointment.
- iii. when acting as Teacher in Charge in continuous service for more than twenty (20) days and up to one (1) year the teacher shall receive 100% of the daily allowance of the administrator being replaced for the full duration of the appointment.

**3. Middle Schools**

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

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

Effective July 1, 2013	\$1,351
Effective September 1, 2014	\$1,378
Effective January 1, 2015	\$1,395
Effective May 1, 2016	\$1,402
Effective July 1, 2016	\$1,416
Effective May 1, 2017	\$1,420
Effective July 1, 2017	\$1,428
Effective May 1, 2018	\$1,448
Effective July 1, 2018	\$1,455
Effective May 1, 2019	\$1,469

\*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.

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

### **3. Summer School**

- a. Any teacher employed to give instruction in summer school shall be required to join the BCTF and the Association and shall remain a member for the duration of employment.
- b. Any teacher employed to give instruction in summer school shall be required to pay fees, dues and levies of the BCTF and the Association in the amounts determined in accordance with their bylaws and constitution.
- c. Any teacher employed to give instruction in summer school shall be paid at the rate of 1/975 of annual salary grid for each hour of instruction.

### **4. First Aid**

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

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

i. Industrial First Aid Certificate

Effective July 1, 2013	\$2,297
Effective September 1, 2014	\$2,343
Effective January 1, 2015	\$2,372
Effective May 1, 2016	\$2,383
Effective July 1, 2016	\$2,407
Effective May 1, 2017	\$2,415
Effective July 1, 2017	\$2,427
Effective May 1, 2018	\$2,461
Effective July 1, 2018	\$2,474
Effective May 1, 2019	\$2,498

\*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.

ii. Survival First Aid Certificate

Effective July 1, 2013	\$1,148
Effective September 1, 2014	\$1,171
Effective January 1, 2015	\$1,186
Effective May 1, 2016	\$1,191
Effective July 1, 2016	\$1,203
Effective May 1, 2017	\$1,207
Effective July 1, 2017	\$1,213
Effective May 1, 2018	\$1,230
Effective July 1, 2018	\$1,236
Effective May 1, 2019	\$1,249

\*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.

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

## **ARTICLE B.22 NEW POLICY OR CHANGES IN POLICY**

1. In the case of any changes in policy of the Board or of the Superintendent of Schools, where such changes affect the salary of any teacher covered by this Agreement or will result in the reduction in the total teachers employed, the President of the Greater Victoria Teachers' Association shall be immediately notified in writing by an officer of the Board and either party may refer the matter for discussion and consideration to the committee established to hear Step 3 Grievances as outlined in A6-4 of the this Collective Agreement. These matters shall not proceed to arbitration.
2. Within thirty (30) days of the date of the School Board adopting a policy creating a new position which comes within this Agreement, the Board shall negotiate with the Association to establish the salary and/or allowances. Where such an agreement cannot be made, the matter shall be referred to Step 3 as provided in Article A6 this Collective Agreement and a decision rendered within sixty (60) days from the date of policy adoption. These matters shall not proceed to arbitration.

## **ARTICLE B.23 SAFEGUARD AGAINST SALARY REDUCTION**

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

## **ARTICLE B.24 HEALTH/FITNESS CLUB MEMBERSHIP**

The District will attempt to negotiate reduced rates for employee and family memberships at public recreation centres and/or private fitness clubs in locations convenient to each family of schools. These rates may be renegotiated, annually by June 30, of each school year.

## **ARTICLE B.25 CLASSROOM RELOCATION**

1. When a teacher is required to relocate her/his classroom due to major capital project she/he will be provided one (1) day in lieu for the initial move with the board paying the cost of the TTOC. As well the board will pay for one (1) day in lieu with the board paying the cost of the TTOC when the teacher is returned to her/his classroom upon the completion of the major construction project.
2. The days in lieu shall be taken within one (1) year of the notification of a move.
3. The scheduling of the days in lieu must be agreed to by the principal.
4. Days in lieu will only be granted in one day increments. (eg. A request for a lieu day for time off that is less than one day will count as one lieu day).

5. Such classroom changes will be supported with moving materials such as boxes and tape and shall be assisted by cartage to transport the materials from one site or classroom to another.

## **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 [Not applicable in SD. No. 61 (Greater Victoria). See Article C.2.8.c below.]
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. “Seniority” means an employee’s aggregate length of service in the employment of the Board, including part-time teaching and service as a teacher-teaching-on-call.
8. For the purpose of calculating service for the accrual of seniority, the following will apply:
  - a. Any part of a day worked shall be deemed a full day of seniority.
  - b. A part-time continuing contract employee whose schedule does not require the employee to work each school day of a week shall be deemed to be working each school day of that week.
  - c. One hundred and sixty (160) days of teacher-teaching-on-call service shall constitute one (1) year of service.
  - d. An employee shall not accumulate more than one year’s seniority in one school year.
9. In addition to the provisions of Article C.2.7 and C.2.8 above, the seniority for an employee on a continuing contract shall include seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
10. Seniority shall not be forfeited, except by termination arising from resignation or by dismissal (pursuant to Article C.26).
11. Seniority shall not be accrued during periods of absence from the District, except during:
  - a. Maternity Leave (includes extended maternity) and Parental Leave - to a maximum of three (3) years.
  - b. Parenthood Leave - to a maximum of one (1) year.
  - c. Sick Leave - unlimited.
  - d. Leave covered by the BCTF Salary Indemnity Fund - unlimited.
  - e. Educational Leave - up to three (3) years.

- f. Secondment to the Ministry of Education - up to two (2) years.
  - g. Secondment to a Faculty of Education - up to two (2) years.
  - h. Participation in a recognized teacher exchange - up to two (2) years.
  - i. Teaching duties with the Department of National Defense - up to two (2) years.
  - j. Leave for duties with the Association or the BCTF - unlimited.
  - k. Leave for elected office at the provincial, federal or municipal level - unlimited.
  - l. Leave taken under the Deferred Compensation Plan - up to one (1) year.
  - m. Leave for Workers' Compensation Board - unlimited.
  - n. Other leaves of absence for two consecutive months or less in one school year.
  - o. Compassionate Care Leave pursuant to G.2
12. Where two or more employees have the same seniority, ties will be broken by application of the following in sequence:
- a. The time and date of receipt of acceptance of appointment.
  - b. The date the application for employment with the District was received.
  - c. The earliest recorded date of work as a teacher-teaching-on-call with the District.
13. Changes to the seniority and service provisions in this collective agreement are in effect from January 1, 1994 and are not retroactive. Seniority accrued up to and including December 31, 1993 shall be carried forward.
14. The Board shall, by November 1 of each year, forward to the Association a list of:
- a. All employees currently employed by the Board under continuing contract, in order of seniority, calculated according to Article 20, setting out length of seniority as of July 1 of that year.
  - b. Teachers-teaching-on-call in order of length of service with the Greater Victoria School District. For the purpose of calculating seniority and increments, one hundred and sixty days (160) of teacher-teaching-on-call service shall constitute one (1) year of service.

Note: Effective September 19, 2014, Teacher-teaching-on-call experience credit and increments are accrued in accordance with Article C.4 Teacher Teaching on Call Employment.

- c. Employees on leave of absence.
  - d. Employees on recall.
15. Errors in the lists referred to in Article C.2.14 must be brought to the attention of the Human Resource Services Department on or before November 30.

### **ARTICLE C.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.20 PRINCIPLE OF SECURITY**

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

### **ARTICLE C.21 DEFINITION OF QUALIFICATIONS**

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

- a. Relevant teaching experience in the subject or teaching area.
  - b. Relevant educational preparation.
  - c. Relevant qualities such as: the teacher's commitment, temperament, experience, less formal training, and past performance.
  - d. Evidence of ability to perform the duties of the position in a satisfactory manner.
2. It shall be the responsibility of each teacher to ensure the Human Resource Services Department has on file the appropriate documentation substantiating necessary qualifications as defined in Article C.21.1 above.
  3. Should any appeal arise as to whether a teacher has or does not have the necessary qualifications for a teaching position, the appeal shall be referred to Step 3 of the Grievance Procedure of Article A.6 in this Collective Agreement within five (5) working days from the date that the teacher has received layoff notice from the Board, or from the date that an applicant who has recall rights has received notice from the Board that the applied for position has been filled by another applicant. The appeal shall be in writing and must state the grounds on which the appeal is being lodged. See Letter of Understanding – "Appeals During Staffing Process".

## **ARTICLE C.22 SECURITY OF EMPLOYMENT (LAYOFF)**

1. When, for educational or budgetary reasons, the Board determines that it is necessary to lay off teachers employed on a continuing contract, the teachers to be retained shall be those who have the greatest seniority and who possess the necessary qualifications pursuant to Articles C.2 and C.21 for the position(s) available.
2. The layoff process shall proceed as follows:
  - a. The Board shall provide each teacher it intends to lay off pursuant to this Agreement, with a minimum of thirty (30) calendar days notice in writing.
  - b. Layoff notices shall state the reason(s) for the layoffs and shall be effective January 31 or June 30.
  - c. The Board shall make available information regarding positions held by less senior teachers to teachers in receipt of layoff notices and to the Association.
  - d. The Board may rescind layoff notices up to and including December 31 for layoffs effective January 31 and May 31 for layoffs effective June 30, without being liable for the payment of severance pay.

3. Teachers laid off under Article C.22.1 shall have the right to a leave of absence of up to one year, for the purpose of undertaking retraining for another position. The limitation to a teacher's rights to re-engagement, as set out in Article C.23.5, shall be extended by the period of such leave. The Board will pay the teacher a percentage of the teacher's salary equivalent to the amount of severance pay entitlement in Article C.24.1 had the teacher been laid off. The amount of such salary will be repayable in the event that the teacher subsequently becomes employed by the Board in the same manner as if this teacher had been laid off and re-employed, with Article C.24.2 applying thereto. At the commencement of the school term next following the completion of the leave pursuant to this Article, the teacher shall be entitled to be assigned to a position which is vacant and for which (s)he possesses the necessary qualifications.
4.
  - a. Prior to using the option of layoff as per Article C.22, the Board may offer retraining to a teacher who has a minimum of five years seniority.
  - b. After an assessment of District needs, the Board, in consultation with the Association and the teacher, may offer a teaching assignment with increased preparation time and the assistance of additional District personnel/resources.
  - c. The teacher will have the option of accepting or rejecting the retraining assignment.

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

1. When a position on the teaching staff of this District becomes available, the Board shall, notwithstanding any other provision except Article C.23.4 of this Agreement, first offer re-engagement to the teacher on the recall list who has the greatest seniority and who has the necessary qualifications for the position. If that teacher declines the position, the Board shall then offer the position to the teacher with the next most seniority on the recall list who has the necessary qualifications for the position. This process will be repeated while there are teachers remaining on the recall list who are qualified for the position and who have not declined the position.
2. A teacher who is offered re-engagement pursuant to Article C.23.1 shall inform the Board, whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer.
3. The Board shall allow ten (10) calendar days from the acceptance of an offer under Articles C.23.1 and C.23.2 for the teacher to commence teaching duties, provided that where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed but not to exceed thirty (30) days.
4. A teacher's right to re-engagement under this Article is lost:

- a. If the teacher refuses to accept two positions for which (s)he has the necessary qualifications, one of which is of equal or greater FTE status than the position held at the time of layoff, or
  - b. If two years elapse from the date of layoff under this Article and the teacher has not been re-engaged, except teachers actively seeking employment by being available as a teacher-teaching-on-call whose re-engagement rights will be extended for an additional year.
5. Upon re-engagement, a teacher shall retain her/his continuing appointment recall status even though this re-engagement may be for a specified term and/or for a percentage of employment different from the continuing appointment recall status.
  6. A teacher on the recall list shall have the responsibility of keeping the Human Resource Services Department informed of a change of name, address, or telephone number.
  7. A teacher re-engaged pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of layoff.
  8. **Benefits while on recall list**

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

#### **ARTICLE C.24 SEVERANCE PAY**

1. A teacher who is laid off is entitled to severance pay as follows:
  - a. Four weeks' pay for two but fewer than three years' seniority service.
  - b. Six weeks' pay for three but fewer than four years' seniority service.
  - c. Eight weeks' pay for four but fewer than five years' seniority service.
  - d. Twelve weeks' pay for five but fewer than six years' seniority service.
  - e. Sixteen weeks' pay for six but fewer than seven years' seniority service.
  - f. Eighteen weeks' pay for seven but fewer than eight years' seniority service.
  - g. Twenty weeks' pay for eight but fewer than nine years' seniority service.
  - h. Twenty-two weeks' pay for nine but fewer than ten years' seniority service.

- i. Twenty-four weeks' pay for ten but fewer than twelve years' seniority service.
- j. Twenty-eight weeks' pay for twelve but fewer than fifteen years' seniority service.
- k. Thirty weeks' pay for fifteen years' seniority service.
- l. Four additional weeks' pay for every year of seniority service thereafter in excess of fifteen years to a maximum total of one year's salary.

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

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

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

$\frac{\text{severance pay}}{380} \times$	teaching days employed within the two year period following termination
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- b. For teachers who were paid severance pay based on less than full-time employment, or who were rehired on a less than full-time basis, the formula above will be amended to reflect the amended employment status within the intent of this section. Teachers who were paid severance pay recognizing part-time employment, and who were rehired on the same part-time basis, will not have the above formula amended.

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

- 3. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of her/his termination.
- 4. One week's pay shall be defined as 5/195th of the annual salary placement at the time of termination.

## **ARTICLE C.25      CONTRACT OF EMPLOYMENT**

1. All teachers appointed to the teaching staff of the District shall be appointed on a continuing contract of employment unless filling a temporary vacancy.
2. A temporary vacancy is defined as a vacancy of 20 (twenty) days or less, a vacancy as a result of a leave of absence of one year or less, or a vacancy anticipated by the teacher to be 20 (twenty) days or more and that occurs after the commencement of classes during the current school year.
3. Teachers who fill temporary vacancies will be considered teachers-teaching-on-call. All temporary vacancies will cease to exist on the return of the continuing contract teacher, or at the end of each school year, except for short-term maternity leave, or when it is expected that the teacher assigned to that position will return from leave prior to the end of the next school year.
4. Teachers hired to fill vacancies created as a result of September enrolment increases will be appointed as continuing contract teachers.

## **ARTICLE C.26      DISCIPLINE AND DISMISSAL**

1. The Board shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.
2. Differences respecting discipline or dismissal shall be subject to arbitration as set out in Article A.6 of this Local Collective Agreement.

### **Dismissal and Discipline for Misconduct**

3.
  - a. Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event the employee and the Association shall be notified at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the Association at any interview in connection with such investigation.
  - b. Where an employee has been suspended without pay on grounds set out in Part 3, Section 15(4) of the *School Act*, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter the teacher is convicted of the offence charged or except in the case of concurrent or subsequent discipline action initiated by the Board under Section 15(7) of the *School Act*. Under these circumstances, an arbitrator shall have final authority for the recovery of salary.



4. The Board shall not release to the media or to the public, information in respect of the suspension or dismissal of a teacher until a Board hearing has been held, a decision has been made and an attempt has been made to contact the Association.
5. The decision of the Board, pursuant to the *School Act* Section 3, Part 15(5) shall be communicated in writing to the Association and to the teacher and shall contain a full and complete statement of the grounds for the decision.
6. The Board shall not suspend (nor shall the Superintendent suspend, other than a suspension to which the *School Act*, Part 3, Part 15(5) reasonably applies) or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
  - a. The employee and the Association shall be given 72 hours notice of the hearing and a written statement of the grounds for the contemplated action.
  - b. 24 hours prior to the hearing, the employee and the Association shall be given all documents that will be considered at the hearing.
  - c. The Association on behalf of the teacher may file a written reply to the allegations prior to the meeting.
  - d. At such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Association, and (s)he shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board, to present witnesses on behalf of the teacher, and to ask questions of clarification, of procedure and information.
  - e. The decision of the Board shall be communicated in writing to the teacher and the Association and shall contain a full and complete statement of the grounds for the decision.
7. Notwithstanding Article A.6 of this Collective Agreement, where an employee has been dismissed, the Association shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that Article.
8. At an arbitration in respect of the discipline or dismissal of an employee, no material which has been removed from the file pursuant to Article E.25 (Teacher Files) may be presented.

### **Procedures For Dismissal When Based On Performance**

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

10. The reports shall be prepared in accordance with the following conditions:
  - a. The reports shall have been issued in a period of not less than 12 or more than 24 months; such period not including any leave of absence granted under Article C.26.12.b.
  - b. At least one of the reports shall be a report of a Superintendent of Schools or an Assistant Superintendent of Schools.
  - c. The other two reports shall include reports of the Superintendent of Schools, or an Assistant Superintendent of Schools, or a Director of Instruction, or the principal of a school to which the teacher is assigned.
  - d. No more than one report may be undertaken by any one of the above evaluators.
11. Immediately after the first less than satisfactory report, a plan of assistance will be formulated and implemented to assist the teacher in overcoming the deficiencies. A reasonable period of time for improvement of performance shall be provided.
12. Where a teacher receives a less than satisfactory report, the teacher may:
  - a. Request a transfer, in which case the Board shall make all reasonable efforts to arrange the transfer of the teacher to a mutually agreeable assignment or school, or
  - b. Request and be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the 24 months exclusive of the leave of absence period.
13. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching situation, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and her/his representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.

#### **ARTICLE C.27      TEACHERS-TEACHING-ON-CALL**

1. All rights and provisions of the contract shall apply to teachers-teaching-on-call filling temporary vacancies.
2. Teachers-teaching-on-call shall be placed on the annualized basic salary scale and paid according to qualifications and experience from day one (1) when filling a temporary vacancy.
3. Teachers on the teachers-teaching-on-call list will be considered for vacancies to which they apply in accordance with Article E.20.

4. Teachers-teaching-on-call on short term assignments will be required to first complete the work as assigned by the teacher being replaced and, if time permits, then the work as assigned by the school within the regular school day.
5. Prior to the Board removing a teacher from the teacher-teaching-on-call list, a meeting shall be arranged with the teacher-teaching-on-call, her/his GVTA representative and members of the Human Resource Services Department.
6. Should the teacher-teaching-on-call be removed from the list, reasons for the removal shall be provided to the teacher-teaching-on-call and to the Association.
7. Actions as a result of this clause are grievable under Article A.6 of this Collective Agreement.
8. Should a decision to remove a teacher-teaching-on-call from the teacher-teaching-on-call list be upheld, the Teacher Regulation Branch may be informed.

## **SECTION D      WORKING CONDITIONS**

### **ARTICLE D.1      INTENTIONALLY LEFT BLANK**

### **ARTICLE D.2      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.

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

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

- 1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
- 2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
- 3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.

4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of 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**

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teachers' regular work year which year is defined by the *School Act* and its regulations.
2. All days in the regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and spring break.

3. The last day in the teachers' regular work year shall be an administrative day and no teacher shall be required to offer instruction.
4. The teachers' regular work year shall include professional development days as set out in Article F.21.
5. Any work performed by teachers covered by this agreement beyond the teacher's regular work year shall be voluntary and compensation shall be paid at 1/195 of the regular salary scale. The request for work must be in writing from the Board.
6.
  - a. Notwithstanding Article D.20.5, counselors may be required to work outside the teacher's regular work year, but shall not be required to exceed the total number of days in the teachers' regular work year without compensation.
  - b. By June 1, the tasks, dates and counseling personnel required for the school's program needs beyond the teachers' regular work year shall be decided by mutual agreement of the counselors and the principal.
  - c. Counselors required to work beyond the teachers' regular work year will be compensated by equal time off at a mutually acceptable time during the school year.
7. No teacher shall suffer loss of pay in the event of a Board ordered school closure or cancellation of student attendance. No teacher shall be required to report to work in either of the above circumstances.

#### **ARTICLE D.21 HOURS OF WORK AND PREPARATION**

1. Effective September 1, 1994, the maximum length of the instructional week for elementary teachers shall be 1500 minutes which shall include a maximum of 1325 minutes (1315 minutes effective June 30, 2019) of teaching, a minimum of 75 minutes for recess and a minimum of 100 minutes (110 minutes effective June 30, 2019) for preparation time.
2. The maximum length of the instructional week for secondary teachers shall be 1650 minutes which shall include an average of not more than 1345 minutes per week of teaching in each instructional cycle, exclusive of period change and teacher advisor time, and shall provide for a minimum of 12.5% of the classroom instruction cycle for preparation time.
3. Part-time teachers of .4 FTE or more assignment will receive preparation time for classroom instruction prorated according to their FTE status. When scheduling makes partial preparation time assignment impractical, salaries shall be increased on a prorated basis.

4. The maximum length of the instructional week for middle school teachers shall be 1,588 minutes which shall include a maximum of 1,345 minutes of teaching, a minimum of 75 minutes of nutrition breaks and a minimum of 168 minutes of preparation time.
5. Each year, following the Spring Staffing Process, teams will be established by the Principal in consultation with the staff. There shall be up to 15 team meetings scheduled during each school year, comprised of 42 minute blocks of the preparation time referenced above. Meetings will not exceed 42 minutes except with the agreement of the Principal and all members of the team.
6. The scheduling and agenda setting of the team meetings will be done by the Principal in consultation with each team. These meetings are to address individual student needs and specific team matters and are not intended to deal with staff meeting or staff committee agenda items.
7. Teachers who are required to attend the fifteen team meetings during their preparation time during the school year will be entitled to an additional full 1.4 days of preparation time in that school year. Such preparation time will be provided to the teachers only on designated Curriculum Completion Days (days of instructions for the purpose of the School Act). Preparation time that would have otherwise been provided on these days will not be rescheduled except in the case of a Board-ordered school closure. Curriculum Completion Days will be established and designated by the Principal in consultation with the Staff Committee at each middle school.
8. Teachers are required to be in attendance at school (or an alternate location as approved by the Principal) for such preparation time on curriculum completion days as these are days of instruction. Teachers who are not entitled to the additional preparation time on a designated Curriculum Completion Day will be required to supervise and assist students in attendance with curriculum activities, in their regularly scheduled teaching time. Such work will be distributed in an equitable manner among these teachers.

#### **ARTICLE D.22 SUPERVISION**

1. No teacher shall be required to perform supervision duties at noon hour, recess, before or after school.
2. It is understood that “shall be required” does not preclude a teacher from performing supervision duties if the teacher so wishes.

#### **ARTICLE D.23 EXTRA CURRICULAR ACTIVITIES**

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



1. Extra-curricular programs and activities include a wide range of athletic, cultural, service and recreational activities that are beyond the provincially prescribed and locally developed curricula of the school and which are beyond the regularly prescribed hours of instruction.
2. The Board and the Association agree that teacher participation in extra-curricular activities is voluntary.
3. The Board shall not direct that extra-curricular activities be performed; nor shall the Association take action to withdraw extra-curricular activities during the term of this Agreement.

#### **ARTICLE D.24 STAFF MEETINGS**

1. The teaching staff shall have the right to provide advice and recommendations regarding the frequency, duration and timing of regular staff meetings.
2. By school opening, the staff will be informed of the dates of regular staff meetings
3. All teaching staff shall have access to the agenda-setting process.
4. Written minutes of staff meetings shall be kept and circulated to all staff members.

#### **ARTICLE D.25 TECHNOLOGICAL CHANGE**

1. For the purposes of this Agreement, the term “Technological Change” shall refer to introduction of equipment and its related material or processes.
2. The process to be followed where the Board intends to introduce equipment and its related material or processes which affects the terms and conditions or security of employment of members of the Association shall be:

- a. Notice and Discussion

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

- b. Information to be Provided

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

- i. the nature of the change,

- ii. effective date of the change,
- iii. the approximate number, type and location of Association members affected by change,
- iv. the anticipated effects the change may have on Association members.

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

- c. Once notice of a technological change has been given pursuant to Article D.25.2.a and prior to implementation of the change, the Board will determine, in consultation with the Association, the options for the employees affected by the change. The options shall include, but not be limited to, retraining, transfer and severance.
3. Where the parties are unable to resolve a dispute arising from the intended technological change, the matter is grievable under Article A.6 of this Local Collective Agreement.

#### **ARTICLE D.26 HEALTH AND SAFETY**

1. Classes shall be conducted in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective teaching.
2. Where the situation is of immediate danger to the teacher or students, the teacher shall act accordingly and then report the situation to the principal.
3. Other specific health and safety problems shall be reported to the principal. If the situation is not rectified, the concern shall be processed through the grievance procedure as outlined in Article A.6.
4. Teacher involvement in administering medication to students shall be as outlined in the District Policy and Regulations 5141.20 Oral/Topical Medication (attached as an addendum to this contract).
5. Administrative procedures shall be established for the emergency evacuation of students with special needs.

## **SECTION E PERSONNEL PRACTICES**

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

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

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

#### **1. General**

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

## 2. Definitions

- a. 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 POSTING AND FILLING OF VACANCIES**

1. For purposes of posting, a vacancy is defined as a teaching position in the District that:
  - a. is newly created,
  - b. is available after the result of internal reassignment pursuant to Article E.21,
  - c. is of more than forty (40) working days in duration,



- d. has been permanently vacated by the incumbent, or
  - e. has been vacated by the incumbent on a leave of absence for more than one year,
  - f. and which the Board considers necessary to fill to meet District education needs.
2. As soon as they become known, vacancies of forty (40) working days duration or longer shall be posted for a period of five (5) working days and available on the District online web based posting site, in all schools and/or work sites maintained by the Board. A copy of each posting shall be forwarded, at the time of posting, to the Association. Vacancies of fewer than forty (40) working days shall not be posted and shall be filled by a TTOC.
  3. During July and August, vacancies shall be posted at the Board office and a copy shall be forwarded to the Association. The Board will provide a dedicated telephone line during this period which will make available to prospective applicants information regarding all known vacancies.
  4. All job postings shall contain the following:
    - a. a description of the position to be filled, including subject area(s), grade level(s), work location, full time or specified part time, and any other salient description information;
    - b. closing date for application, start date for the position, and if applicable, end date;
    - c. necessary qualifications, pursuant to Article C.21, which are required for the position.
  5. Postings and application forms for all teaching positions shall not include a reference to extracurricular activities, nor shall extracurricular activities form a part of any contract of employment.
  6. All vacancies shall be filled in the following manner, save and except for the application of Articles E.20.2 above, E.21, E.22, C.23.1, D.20.5 and C.26.12:
    - a. All members of the bargaining unit are eligible to apply for all vacancies.
    - b. Board personnel shall review all applications from continuing contract teachers. From such applications, the applicant with the greatest seniority as defined in Article C.2 shall be given preference, provided that (s)he possesses the qualifications as set out in Article C.21 of this Agreement. Where a junior teacher is selected, her/his ability to perform the teaching position shall be demonstrably higher than more senior candidates.
    - c. If no suitable teacher on a continuing contract of employment has applied, the Board shall consider teachers-teaching-on-call who applied, on the same basis as for continuing contract teachers, before external applicants are considered.

- d. Vacancies shall be filled no later than five (5) teaching days following the closing date for applications, where qualified internal applicants have applied.
7. Vacancies which arise after the start of school in September shall be filled in the following manner:
    - a. If the successful applicant is currently employed in another full-time position, or in a part-time position which may conflict with the scheduled assignment of the vacant position, the successful applicant shall fill the position at a mutually agreeable time, but no later than the start of the next school year.
    - b. In the intervening period, the position shall be filled by a teacher-teaching-on-call.
  8. The name of the successful applicant shall be sent to the Association.

## **ARTICLE E.21 INTERNAL REASSIGNMENT AND ASSIGNMENT IN SCHOOL**

### **1. Internal Reassignment**

- a. The term “internal reassignment” refers to any teacher on a continuing contract of employment who assumes a vacant continuing position in the same school, with a subsequent posting of that teacher’s position rather than the original vacancy.
- b. Before the Human Resource Services Department is informed of a vacancy in a school, the Administrative Officer will provide an opportunity for employees on a continuing contract of employment with the necessary qualifications pursuant to Article C.21 to assume the vacant continuing position through internal reassignment at a mutually agreeable time.
- c. Where an original vacancy results in a series of internal reassignments, the position ultimately posted will be that vacated by the teacher who last receives an internal reassignment.
- d. Once a vacancy is posted, it is not subject to variation as a result of internal reassignment prior to the posted position being awarded to the successful applicant. Thereafter, it is subject to alteration due to normal school reorganization.
- e. Teacher-Librarian assignments will not be subject to internal reassignment. In secondary schools internal reassignment for counseling blocks will be restricted to teachers already or formerly in the counseling department within a school.
- f. In secondary schools, after the process of internal reassignment, when a teacher-librarian or counseling position is posted and it contains additional subjects that the qualified counseling or teacher librarian applicant is not qualified for, the qualified teacher-librarian or counselling applicant will be awarded the teacher-librarian or counseling portion of the assignment. If unassigned blocks are

available within the school for which the applicant is qualified, those blocks will be substituted up to their FTE entitlement of the posting if possible. If there are not enough/no unassigned blocks available the applicant will agree to an involuntary reduction. The applicant will retain the FTE entitlement of the posting.

## **2. Assignment In School**

- a. The staff at each school is encouraged to develop a collegial process for determining the timetable and assignments available for the subsequent school year.
- b. In consideration of E.21.2.a above, prior to May 15 in each school year, the staff committee shall have the opportunity to meet with the appropriate administrative officer(s) in the school to discuss and review the timetable and assignment available for the subsequent year.
- c. Assignment within the school shall be based on the following factors: District seniority, training, experience, equitable distribution of workload and personal preference of the teacher. Assignments within the school shall be made in a fair and reasonable manner.

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

The Letter of Understanding will not amend the current language in the Collective Agreement.

1. The attached Letter of Understanding Re: Staffing Processes

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

1. The principal in formal consultation with the teaching staff as outlined in Article A.23, will determine the program needs in each area for the next school year. Program areas having teachers excess to needs will be identified by the principal and communicated to staff.
2. The principal will make a request for teachers in the identified program area(s) to volunteer for transfer.
3. If a sufficient number of teachers do not volunteer for transfer, then the teacher(s) with the least seniority in the District will be required to transfer. Seniority and qualifications will be defined by Article C.2 and Article C.21 of this Agreement.

4. Teachers declared excess to needs will be notified both verbally and in writing by the principal, including the reasons for the declaration. A copy of the written notification must be forwarded to Human Resource Services and to the Zone Assistant Superintendent.
5. Teachers transferred due to excess to school needs during the current year will be provided with three (3) days relief time once the transfer is confirmed.
6. Teachers, through the Association, can appeal a transfer to the Zone Assistant Superintendent. An appeal must be made in writing within five (5) instructional days of receipt of notification.
7. The Assistant Superintendent or her/his delegate will notify the teacher in writing of her/his decision within five (5) instructional days of receiving the appeal.
8. In the event that the appeal is not upheld by the Assistant Superintendent, the teacher, through the Association, may refer the issue to Step 3 of Article 6 (Grievance Procedure) of the Collective Agreement.

See Letter of Understanding “Appeals During Staffing Process”.

#### **ARTICLE E.23 EVALUATION OF TEACHERS**

1. The purpose of supervision and evaluation is to acknowledge and support effective instruction.
2. All formal evaluation on the work of a teacher, including teachers-teaching-on-call, shall be in writing.
3. a. All teachers hired to the District without any previous experience (i.e. 0 increment placement) will be evaluated during the first year using the following process:
  - i. the evaluator meets with the teacher and describes the purposes and requirements for formal evaluation. This first evaluation will be carried out by a school administrator;
  - ii. the evaluator, in consultation with the teacher being evaluated, identifies and clarifies the criteria to be used in the evaluation;
  - iii. the evaluator and teacher determine a schedule for observation and methods to be used in the collection of descriptive information;

- iv. the evaluator shall discuss with the teacher the process by which the evaluation shall take place, which shall include:
    - (1) pre-observation conferences
    - (2) classroom observations
    - (3) post-observation conferences
    - (4) a written summary of the post-observation conferences;
  - v. the evaluator prepares a draft report on the teacher's performance and discusses the content with the teacher. Revisions are made, if necessary, to the draft report.
- b. Teaching reports are to be submitted to the appropriate Zone Assistant Superintendent, with a copy to Human Resource Services and the teacher, by January 31.
  - c. A plan of assistance will be formulated and implemented to assist a teacher in receipt of a less-than-satisfactory report. This plan will be developed jointly by the school administration, District personnel, and the GVTA, in consultation with the teacher. A reasonable amount of time for improvement of performance shall be provided within the first year of teaching.
  - d. A second evaluation will be completed by an Assistant Superintendent following the implementation of the plan of assistance. The process to be used will be as in steps (a) (ii) through (v) above.
  - e. Teachers who receive a satisfactory report under this process will not be subject to this process a second time.

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

- a. The evaluator(s) meets with the teaching staff and describes the purposes and requirements for formal evaluation.
- b. The evaluator, in consultation with each teacher being evaluated, identifies and clarifies the criteria to be used in the evaluation.
- c. The evaluator and teacher determine a schedule for observation and methods to be used in the collection of descriptive information.
- d. Data are collected from not less than three (3) nor more than six (6) formal classroom observations, unless agreed upon by the teacher and the evaluator.

- e. The evaluator shall discuss with the teacher the process by which the evaluation shall take place, which shall include:
    - i. a pre-observation conference about the lesson(s) to be observed,
    - ii. classroom observation,
    - iii. a post-observation conference, followed by a written summary, both of which shall occur as soon as practicable.
  - f. The evaluator prepares a draft report on the teacher's performance and discusses the contents with the teacher. Revisions, if necessary, are made to the draft report and the final report is submitted to the Superintendent of Schools by April 30. An extension may be made up to the end of the school year if agreed upon by the evaluator and the teacher.
  - g. Prior to submission of the report, the teacher shall sign the report to indicate that he/she has had an opportunity to read and discuss the report with the evaluator.
5. The content of a teacher report shall be an objective description of a teacher's performance as well as evaluative comments related to the teacher's performance. The major focus of the report shall relate to the teacher's primary area(s) of qualifications.
  6. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be attached to and filed with all copies of the report.
  7. Participation in Association activities or matters not directly related to teaching performance are outside the scope of evaluating and reporting on the work of a teacher.
  8. After ten (10) accumulated days in one year at one school and at the request of a teacher-teaching-on-call, the principal or vice principal shall complete an evaluation on the teacher-teaching-on-call based on a process mutually agreed upon by the teacher-teaching-on-call and the evaluator.
  9. Any dispute with respect to the application of procedures contained in this Article, or the contents of any report is grievable under A.6 of this Collective Agreement.
  10. Any information which is provided to others which affects the placement, transfer or rehiring of a teacher shall be made known to that teacher with an opportunity being provided for the teacher to respond.
  11. For the purpose of this Article, the evaluator shall be the principal or vice principal, or, where applicable, the person defined in Article C.26.10.

## **ARTICLE E.24      EMPLOYEE ASSISTANCE: FALSE ACCUSATION**

1. The following circumstances shall result in the Board assuming all reasonable direct legal costs not assumed by the BCTF of any teacher who has been found to be falsely accused of child abuse in the direct course of exercising their duties:
  - a. When an investigation by the Board found that allegations brought against the teacher were false, or
  - b. When a teacher was acquitted of criminal charges by the courts.
2. When a teacher has been cleared of charges of misconduct brought by the Board and when the arbitrator has not awarded costs, the teacher may apply to the Board for costs.

## **ARTICLE E.25      TEACHER FILES**

1. There shall be only one (1) personnel file for each teacher, and that file shall be maintained at the Board office. The personnel file shall contain only material relevant to the employment of the teacher.
2. Teachers have the right to review their file. Teachers shall inform the Board of any inaccuracies or omissions regarding the information in their file.
3. After receiving a request from a teacher, the Superintendent of Schools or designate, shall grant access to that teacher's file without delay.
4. An appropriate Board official shall be present when a teacher reviews her/his file. The teacher may also be accompanied by an individual of her/his choosing.
5. Material critical of the teacher, or in the nature of a reprimand, may only be placed in the personnel file as described in Article E.25.1 above.
  - a. When such material is placed in the teacher's file, the teacher shall receive a copy without delay.
  - b. A teacher shall have the opportunity to attach a written rebuttal to any material critical of the teacher, or in the nature of a reprimand, contained in the personnel file.
  - c. The teacher may apply to have this material removed three (3) years after the filing provided that no further material of that nature has been subsequently filed. Such request shall not be unreasonably denied.
6. Personnel files shall be in the custody of the Superintendent of Schools at the Board offices and shall be accessible only to the employee, to the Association with written agreement of the employee and to the appropriate administrative/Board officials of the

School District. Access to personnel files shall be restricted to reasons relevant to the employment of the teacher.

7. One (1) school-based file may be maintained at the teacher's current assignment.
  - a. That file shall be held by the principal in a secure and confidential manner.
  - b. On request, each teacher shall have access to her/his file without delay.
  - c. This file shall be given to the teacher upon request when the teacher leaves that school.
8. If any information contained within the files above is stored electronically then a note to that effect must be placed in the file with electronic filing details, and this file data must be deleted when the teachers leaves the school or when it is removed as per E.25.7.c above.

#### **ARTICLE E.26      TEACHER IN CHARGE**

1.
  - a. A teacher may be appointed as Teacher in Charge in accordance with this Article.
  - b. In the event that all administrative officers assigned to the school are absent from the school, the Teacher in Charge may be requested to assume the duties specified in this Clause.
  - c. A teacher appointed Teacher in Charge shall attend to routine administrative matters, matters of safety and security and emergent matters that may arise, with assistance as required from the Board office or a designated administrative officer from another school.
  - d. While acting as a Teacher in Charge, the teacher is covered by all terms and conditions of this agreement.
  - e. Where absences of administrative officers continue for more than five (5) consecutive school days, the Teacher in Charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.
  - f. Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher in Charge except in emergencies.
  - g. Where the appointment of a Teacher in Charge is less than one (1) day a teacher-teaching-on-call may be provided; but where the appointment is for one (1) or more days, a teacher-teaching-on-call shall be provided to relieve the Teacher in Charge of regular teaching duties.
  - h. Rate of Compensation (see Article B.21.2)



## **ARTICLE E.27      TEACHER ASSISTANTS**

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

1. The Board may employ teachers' assistants to assist teachers in carrying out their responsibilities and duties.
2. A teacher who has been assigned an assistant by the principal:
  - a. is responsible for the instructional program,
  - b. assigns duties to the assistant, and
  - c. is responsible for the general supervision of the assistant and may have input into the performance evaluation of the assistant.

## **ARTICLE E.28      NO DISCRIMINATION**

1. There will be no discrimination against any applicant to a position covered by this Agreement or against any member of the bargaining unit on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether the member has children, or is found to be HIV positive.
2. Nor shall a member be discriminated against due to participation in the activities of the Association, carrying out duties as a representative of the Association, involvement in any procedure to interpret or enforce the provisions of the Collective Agreement, or filing a grievance and having a grievance upheld.

## **ARTICLE E.29      RACE RELATIONS**

1. The Board and the Association do not condone and shall not tolerate any expression of racism.
2. Any written allegation of racism made by a member of the Association shall be jointly investigated by the Superintendent of Schools and the President of the Association for report to both parties.

## **ARTICLE E.30      SCHOOL ACT APPEALS**

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

1. The Board shall first ensure that the appellant has discussed the issue with the employee(s) who made the decision before hearing the appeal unless the Board believes the discussion would not promote resolution of the issue. Reasons for hearing the appeal where no discussion between the teacher and the appellant has taken place will be supplied to the teacher.
2.
  - a. The employee and the Association shall, without delay, be notified of the appeal and shall be entitled to receive copies of all written information relating to the appeal that is not protected by the Freedom of Information and Protection of Privacy Act.
  - b. The employee and an Association representative shall be entitled to attend each step of the appeal process.
  - c. The employee shall have the opportunity to provide a written reply to any information or statements contained in the written appeal or accompanying documents.
3. The Board's process for dealing with appeals shall not abrogate any right, benefit or process the employee would otherwise be provided by law.

#### **ARTICLE E.31 COMPLAINT PROCESS**

1. School based administrators shall inform the educational community, in writing, of the complaint process set out in Board Regulation 1155 by September 30<sup>th</sup> of each school year.
2. If any complaint involves potential misconduct, the investigation protocol agreement and article C.26 shall apply.
3. When a member of the educational community raises a concern involving a teacher to a principal or other representative of the Board:
  - a. The community member will be advised to speak directly with the teacher involved.
  - b. If he or she agrees, the process outlined in Board Regulation 1155 will apply.
  - c. If the person is unwilling to speak directly with the teacher involved, the principal or other Board representative may hear the concern.
    - i. Except in extraordinary circumstances where doing so would prevent successful resolution of the concern, the principal or other Board representative will inform the teacher of the substance of the concern and

will also advise the educational community member that the teacher will be so informed.

- ii. If the matter does not involve potential misconduct, no further action will be taken or Regulation 1155 will be followed from Step II (Facilitated Contact).
  
- d. Where a complaint is initiated at step one of Board Regulation 1155 directly with the teacher, he or she may request that the principal assist in resolving the concern. In the event that a complaint is moved to step two of Board Regulation 1155 under Article E.31.3.c.ii above the principal will prior to step two advise the teacher of the formal complaint.

## **SECTION F      PROFESSIONAL RIGHTS**

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

1.      The Board and Association agree that provision of professional development of staff is a joint responsibility of the Board and of the Association. The Board and Association shall jointly establish a Professional Development Fund for the purpose of promoting professional development of the teaching staff of the school District.
2.      The Professional Development Fund shall be administered by a Board designate and a designate of the Association.
3.      Effective July 1, 1994, the amount budgeted for the Joint Professional Development Fund shall be \$145.00 per FTE teacher as of September 30 of each school year. The Board's contribution to this fund shall be 60% of the budgeted amount. The Association's contribution to this fund shall be 40% of the budgeted amount. The Joint Professional Development Fund thus established will include provision for teacher-teaching-on-call costs.
4.      Teachers-teaching-on-call shall have access to the Joint Professional Development Fund on the same basis as the other teachers in the District.
5.      The Joint Professional Development Fund will not be required to finance educational change or curriculum implementation in the District.

### **ARTICLE F.21      PROFESSIONAL DEVELOPMENT DAYS**

1.      Two of the five professional development days shall be set aside for common District-wide professional development for all teachers during each school year. These days shall be chosen by the Association in consultation with the Superintendent of Schools prior to April 30 in the preceding year.
2.      These two (2) professional development days shall be jointly organized and funded by the Board and the Association. Any activities jointly planned shall be funded separate from and in addition to the Joint Professional Development Fund.
3.      The remaining professional development days will be used for school-based professional development.

## **ARTICLE F.22 CURRICULUM IMPLEMENTATION**

1. The Association recognizes the authority of the Board to implement curriculum changes.
2. There shall be an ongoing Joint Committee on Curriculum Implementation (JCCI) consisting of an equal number of representatives of the Association and the Board. The mandate of this committee is to investigate, analyze and recommend implementation processes for educational change in the District.
3. The JCCI shall provide recommendations for the allocations of all funds to the District which are designated by the Ministry of Education, Skills & Training for the implementation of educational and/or curriculum change.
4. Subcommittees or additional committees formed to deal with the implementation of specific educational and/or curriculum change shall be under the direction of and report to the JCCI.
5. The Board, after receiving the recommendation of the JCCI, shall make available inservice opportunities to each Association member affected by the educational change. When inservice is made available during regularly scheduled instructional hours, teacher-teaching-on-call costs shall be provided by the Board.

## **ARTICLE F.23 PROFESSIONAL AUTONOMY**

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

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

## **SECTION G LEAVES OF ABSENCE**

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

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

#### **Local Provisions**

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

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

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

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

3. 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.22.3 Bereavement, Emergency and Personal Leave for short term compassionate leaves.]**

### **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. [**See also Article G.4.6**]

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 clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause "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; [**See also Article G.4.5.**]



- 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.

**[See Article G.4.7 and G.4.8.]**

- 4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

**Local Provisions:**

- 5. Two (2) days leave with pay shall be granted on the death of an aunt, or uncle. If the teacher can demonstrate a need, up to two (2) additional days for travel shall be granted with the cost of the teacher-teaching-on-call to be borne by the Board.
- 6. Where leave is granted under Article G.4.1 or Article G.4.5, at the request of the teacher up to five (5) additional days will be granted with pay. Teacher-teaching-on-call costs to be borne by the teacher.
- 7. In the event of the death of a relative not mentioned above in Article G.4.1, or a friend of a teacher, the teacher shall be entitled to one-half day (one day if the funeral is outside the Capital Regional District) with pay, to attend the funeral. Teacher-teaching-on-call costs to be borne by the Board.
- 8. Where leave is granted under Article G.4.7, if the teacher can demonstrate a need, up to two (2) additional days for travel shall be granted with pay. Teacher-teaching-on-call costs to be borne by the teacher.

**[See also Article G.22.3 Emergency and Personal Leave.]**

**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.*

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

[Note: Article G.6 Leave for Union Business is not applicable in S.D. No. 61 (Greater Victoria). See also Article A.22 Secondment and Release Time.]

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.

[Note: Article G.6.1.b applies for the purposes of Article A.10 only.]

## **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. Sick leave with pay is earned at a rate of one and one-half (1.5) days for each month in the service of the Board. For the purposes of this clause, a “month” shall mean a month in which a teacher has taught at least half the prescribed school days.
2. Fifteen (15) days of sick leave shall be available to each full-time teacher at the beginning of each school year.
3. Teachers commencing employment with the Board during the year shall have available to them, at the time of hiring, the quota of sick leave benefits which would accrue to them for the duration of their appointment.
4. Teachers holding a part-time appointment with the Board shall, at the beginning of each year, receive sick leave benefits prorated according to the percentage of the time (s)he works.
5. The amount paid to a teacher for sick leave advanced but not earned during a year, shall be repaid by the teacher to the Board in a manner to be determined by the Superintendent of Schools, or her/his delegate.
6. There is no maximum to the number of days of sick leave that may be accumulated but no more than 120 days may be used in one school year.
7. If a teacher resigns from the Board’s employ and subsequently resumes a position as a teacher with the Board, (s)he shall have immediate credit of the balance of all sick leave remaining to them at the time of their resignation.
8. Each teacher shall receive, by September 30, an annual accounting of her/his accumulated sick leave as of August 31.

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

## **ARTICLE G.21 MATERNITY, PARENTAL LEAVE AND S.E.B. PLAN**

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

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

- a. as provided in Part 6 of the *Employment Standards Act* (1996), or
- b. for a stated period of time so that the return to duty may coincide with the commencement of the following term or semester or following the spring break.

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

- a. When a pregnant teacher takes a maternity leave to which she is entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher:
  - i. 95% of her current salary for the first two weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits,
  - ii. the difference between 95% of her current salary and the amount of EI maternity benefits received by the teacher for a further 15 weeks.
- b. The Board agrees to enter into the Supplementary Employment Benefit (SEB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment.

### **3. Extended Maternity Leave**

An extension to the short-term maternity leave (Article G.21.1) may be granted for the remainder of a school year with the option of extending the leave as parenthood leave. Refer to Article G.21.6.

### **4. Short-term Parental Leave**

- a. A parental leave without pay (inclusive of adoption leave) shall be granted upon request:
  - i. as provided for in Part 6 of the *Employment Standards Act*, or
  - ii. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the spring break.

### **5. Supplemental Employment Benefits on Parental Leave**

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

- i. 95% of the current salary of the teacher for the first two weeks of such leave, except where the teacher is in receipt of EI benefits for that period, and
- ii. where the teacher is entitled to receive EI parental benefits, the difference between 95% of her/his current salary and the amount of EI parental benefits received by the teacher, for the period of time the teacher is entitled to receive those benefits, up to a maximum of ten (10 ) weeks,
- iii. The Board agrees to enter into the Supplemental Employment Benefits (SEB) Plan agreement required by the Employment Insurance Act in respect of such parental benefits payment.
- iv. This clause will only become effective when the plan is registered with Service Canada.

**6. Extended Maternity, Parental and Adoption Leave**

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

**7. Use of Sick Leave**

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

**8. Early Return From Extended Leave**

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

**9. Benefits While on Extended Maternity or Parental Leave**

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

**10. Adoption**

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

11. **Assignment Upon Return From Leave**

- a. A teacher returning from short-term leave shall be reassigned to the same position held prior to the leave whenever possible.
- b. A teacher returning from extended leave shall be assigned to a position reasonably comparable to that held prior to the leave.

**ARTICLE G.22 PROFESSIONAL AND PERSONAL LEAVE**

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

1. a. **Paternity Leave**

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

b. **Parenthood Leave**

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

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

2. **Educational Leave**

- a. One day leave of absence with pay may be granted to a teacher to write an examination in a subject related to her/his teaching.
- b. For teachers on permanent staff, a maximum of ten (10) teaching days at the end of June may be allowed with pay, for a special professional course of study approved by the Superintendent of Schools or her/his delegate. A teacher who requests such a leave must submit, with her/his request, verification of acceptance into the course of studies and confirmation of the date the course of study begins.
- c. The Board may grant a leave of absence without pay for a period of one year in the first instance with a possible extension of a further year, for the purpose of

attending a recognized university with a view to improvement of professional qualifications.

### 3. **Critical and Emergency Family Leave**

- a.
  - i. the Superintendent of Schools or her/his delegate shall grant a leave of absence with pay to a maximum of four (4) days at the time of critical illness of a spouse, child, parent, brother or sister. Two (2) days leave shall be granted on the critical illness of an aunt, uncle, grandparent, grandchild, an in-law, or to attend to a relative who is domiciled in the home of the teacher at that time.
  - ii. if the teacher can demonstrate a need, up to two (2) additional days for travel shall be granted with the cost of the teacher-teaching-on-call to be borne by the Board.
- b.
  - iii. at the request of the teacher up to five (5) additional days will be granted with pay. Teacher-teaching-on-call costs to be borne by the teacher.  
In the case of sudden illness in the family of a teacher the teacher shall be granted, after notifying her/his supervisor, up to three (3) days paid leave each school year so that (s)he may care for that family member provided that the teacher has made every effort to obtain alternate care. The teacher-teaching-on-call costs to be borne by the Board.

[See also PCA Article G.2 Compassionate Care Leave for longer term leave and G.4 Bereavement Leave.]

### 4. **Personal Leave**

- a. The Superintendent of Schools, or her/his delegate, shall grant one (1) day of leave with pay per school year in each of the following circumstances where they fall on a teaching day. Teacher-teaching-on-call costs to be borne by the Board.
  - i. for observance of a holy day,
  - ii. to attend a personal convocation or the convocation of an immediate family member,
  - iii. on the day of, or on the day before, a teacher's marriage,
  - iv. on the day of the marriage of a person in the teacher's immediate family.
- b. The Superintendent of Schools, or her/his delegate, may grant leave with pay in any one school year in each of the following circumstances with the teacher-teaching-on-call costs being borne by the Board.
  - i. for up to five (5) days for participation in a cultural or service activity,

- ii. for up to five (5) days for participation as a member or coach of an athletic team in a provincial, national or international event,
- iii. under special circumstances leave for any number of days may be granted for participation in an activity which offers a unique or unusual opportunity for professional growth.

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

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

**5. Leave for an Elected Office**

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

**6. Subpoenas and Jury Duty**

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

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

**ARTICLE G.23 DEFERRED COMPENSATION LEAVE OF ABSENCE PLAN**

- 1. The Board and the Association agree to the provision of a deferred compensation leave plan, the terms and conditions of which are specified in an addendum to the Local Collective Agreement.
- 2. Any modifications shall be mutually agreed to during the term of this collective agreement or negotiated through the collective bargaining process.



**ARTICLE G.24 LEAVE FOR CONTRACT NEGOTIATION AND ADMINISTRATION**

1. When contract negotiations are conducted during school hours, release time, with pay, shall be provided for the Association Negotiations Committee to conduct contract negotiations. Should a teacher-teaching-on-call be required, the Board agrees to pay 50% of the cost of up to four (4) teachers-teaching-on-call.
2. A teacher who serves as a member of a Joint Grievance Committee or who is required to make a presentation to a Joint Grievance Committee shall be provided, as needed, release time with pay. Teacher-teaching-on-call costs shall be borne by the Board.
3. Release time shall be provided to a member of the Association Executive, Standing Committee or to a member otherwise designated to prepare for contract negotiations or to investigate a grievance or to investigate or participate in an arbitration. The cost of the teacher-teaching-on-call will be borne by the Association.

## SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Edith Loring-Kuhanga, Board Chair  
School District No. 61 (Greater Victoria)

\_\_\_\_\_  
Jason Gammon, President  
Greater Victoria Teachers' Association

\_\_\_\_\_  
Leanne Bowes, Senior Labour Relations Specialist  
British Columbia Public School Employers'  
Association

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

# LOCAL LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING

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

AND: THE GREATER VICTORIA TEACHERS' ASSOCIATION

**Re: Appeals During Staffing Process**

---

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

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

**LETTER OF UNDERSTANDING**

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

AND: THE GREATER VICTORIA TEACHERS' ASSOCIATION

**Re: Joint Grievance Committee**

---

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_

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

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

\_\_\_\_\_  
CHAIRPERSON

) \_\_\_\_\_  
) PRESIDENT

\_\_\_\_\_  
SECRETARY-TREASURER

) \_\_\_\_\_  
) SECRETARY-TREASURER

\_\_\_\_\_  
CONTRACT CHAIRPERSON

## **LETTER OF UNDERSTANDING**

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

**AND:** THE GREATER VICTORIA TEACHERS' ASSOCIATION

**Re:** **Staffing Processes**

---

The Intent of this Letter of Understanding is to consolidate and organize the large number of documents that relate to staffing processes in the Greater Victoria School District. A significant number of grievance resolutions and arbitrated settlements regarding staffing processes now exist. These arbitrated settlements and grievance resolutions inform, direct and provide clarity in a number of areas in the staffing processes. In some cases these agreements and settlements estop sections of the current collective agreement. Both parties agree these documents have provided clarity for staffing processes and that there is a clear intention that they continue to remain in force.

The documents that are consolidated in this Letter of Understanding are listed below.

1. Settlement Agreement on Staffing - initially agreed to on March 31, 2010 and renewed each year.
2. Inappropriate Descriptors Grievance Settlement Agreement (Hall Agreement) - signed between the parties on February 12, 2009.
3. Agreement in Principle: Adding of Temporary Time to Teachers - originally agreed to on September 17, 2008, modified on May 14, 2010 and renewed each year.
4. Memorandum of Agreement (Splitting of Positions) - agreed to by the Parties in May 2012.
5. Grievance Settlement 09-GVTA-59 Reduction in Assignment - signed March 29, 2010.
6. Grievance Settlement 09-GVTA-56 Internal Reassignment - signed March 29, 2010.
7. Grievance Settlement - Avid Posting process October 22, 2012.
8. Grievance Settlement - 09-GVTA-27 Post and Fill- TOC Denied Access to 4 Blocks in First Semester.
9. Grievance Settlement - 09-GVTA-54 Fast Track position not posted.
10. Grievance Settlement - 09-GVTA-22 Summer School Post and Fill- Seniority.

### **It is to be noted that:**

- With respect to the 'Settlement Agreement on Staffing' referred to in 1 above it states Arbitrator ... Colin Taylor will have jurisdiction to resolve any disputes arising out of the interpretation or application of this agreement' ... (Page 7 of the agreement paragraph 15). It is the parties' intention that Arbitrator Taylor shall retain jurisdiction with respect to the agreement.

- With respect to the 'Inappropriate Descriptors Grievance Settlement Agreement (Hall Agreement)' referred to in 2 above it states ... 'Arbitrator John Hall shall retain jurisdiction to determine any disputes arising out of the implementation or application of this agreement. Without limitation, Arbitrator Hall will have jurisdiction to determine any dispute over school context information in a specific job posting to which this agreement applies pursuant to all expedited process established by him after consulting with the parties' ... (Page 2 of the agreement paragraph 16). It is the parties' intention that Arbitrator Hall shall retain jurisdiction with respect to the agreement.
  - With respect to the "Agreement in Principle: Adding of Temporary Time to Teachers' referred to in 3 above it states ... 'Arbitrator John Kinzie will retain jurisdiction to resolve any disputes arising out of the interpretation or application of this agreement.' ... (Page 2 of the agreement paragraph 11). It is the parties' intention that Arbitrator Kinzie shall retain Jurisdiction with respect to the agreement.
  - It is understood that this Letter of Understanding will expire unless expressly renewed by the parties.
  - Upon expiration of the 2013 – XXXX Collective Agreement this Letter of Understanding will remain in effect until the date a new Collective Agreement is signed as per Article A.1.3.
  - If this Letter of Understanding is not renewed, documents without an expiry date will remain in effect unless specifically modified, amended or deleted and agreed to by both parties through the collective bargaining process.
  - Documents with an expiry date will expire unless they have been amended and/or renewed.
  - Language added during the 2013 negotiations is identified in bold in the following documents and will expire upon expiration of the 2013 – XXXX Collective Agreement unless expressly renewed by the parties. This language will remain in effect until the date a new Collective Agreement is signed per Article A.1.3.
- 1.

## **Internal Reassignment**

### *Reference documents:*

*Collective Agreement E.2 (01-04) or E.21.1 (06-11)*

*Grievance Resolution 09-GVTA-56 Internal Reassignment*

1. The terms of Internal Reassignment are set out in the collective agreement In Article E.21.1. In addition it Is agreed that:
  - a. Internal reassignment of staff within a school will not be used to increase a teacher's FTE and may be from one position to another position, as anticipated by and consistent with Article E.21.1.
  - b. All proposals for internal reassignment under Article E.21.1 will be communicated to and confirmed with the Principal of Educational Staffing. Internal reassignments, made under this article and confirmed by the Principal of Educational Staffing, will be communicated to the GVTA.

- c. Where there is declining enrolment in a school, an identified vacancy may be absorbed by the required staffing reduction and not be made available for internal reassignment.
- d. Any teacher reassigned to a continuing contract vacant position under this Article will be subject to the "Assignment in School" provisions set out in clause E.21.2 of the collective agreement.
- e. Internal reassignment under Article E.21.1 does not exempt a teacher from the terms of Article E.22 *Transfer of Teacher Declared Excess to School Needs*.

## **Reductions in Assignment**

### *Reference Documents*

*Collective Agreement C.8 (01-04) or C.23 (06-11), G.3.4 (e) (01-04) or 6.22.4 (e)  
Grievance Resolution 09-GVTA-59*

### **Voluntary Reduction**

1. A voluntary reduction occurs when a teacher takes an unpaid personal leave of absence for a portion of her/his assignment, under the provisions of Article G.22.4.c. In this circumstance, there is a two-year limit. The teacher retains her/his employment entitlement.
2. A voluntary reduction can also be achieved by successfully posting into a reduced assignment. In this circumstance, the teacher foregoes her/his right to the previous entitlement, unless she/he has recall right under Article C.23. To return to a higher FTE, the teacher would have to successfully post into a larger assignment.

### **Involuntary Reduction**

3. An involuntary reduction results when there is insufficient work in a school to fulfill the teacher's entitlement. The teacher may choose to take a reduced assignment, which allows her/him to stay at the school.
4. Where a teacher takes a reduced assignment, as a result of there being insufficient work in her/his school, the teacher will sign an "Involuntary Reduction in Assignment Memorandum", which will stipulate the assignment change. The reduction will be treated as a partial lay-off with the teacher retaining right to return to her/his stated entitlement under the terms of Article C.23. If the circumstances that gave rise to the reduction persist in the subsequent school year, a new memorandum with appropriate assignment details will be signed by the teacher and principal. If requested by the teacher, the District will supply documentation required by the Teacher Pension Plan to allow the purchase of service in the amount of the reduction.
5. It is further agreed that when the teacher is offered continuing contract work within the school, to which she/he is entitled under the terms of Article C.23, the offer will be recorded and initialed on the above referenced Memorandum. If a teacher refuses two offers to increase her /his assignment, pursuant to Article C.23, the teacher's right to return to her/his former entitlement will be lost. The Memorandum will be reviewed annually. Copies of the Memorandum and any subsequent changes will be kept in the teacher's employment file at the school and in the teacher's personnel file in the Human Resources Services Department.

## **Mobility Rounds**

### *Reference Documents*

*Collective Agreement E.1.2 (01-04) or E.20.2 (06-11) Post and Fill Agreement - paragraphs 1, 2 and 3*

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

Where a teacher has a combination of positions in a single teaching area totaling .7 FTE or greater, he or she shall be able to apply on mobility round positions in the usual manner.

A "single teaching area" is defined as: exploratory tech ed; exploratory home economics; exploratory visual art; exploratory dance; exploratory computer ed; middle school band and/or choir; counselling; library and/or library prep; special education; reading recovery.

This definition will be reviewed annually.

3. Notwithstanding the requirements of Article E.20.2 of the collective agreement to post positions "as soon as they become known", these postings will be done in a batch fashion, and will be posted for 2 teaching days and filled within 3 teaching days of the closing date during each mobility round.

## **Layoff Notice Extension**

### *Reference Documents*

*Collective Agreement C.7 (01-04) or C.22 (06-11) Post and Fill Agreement - paragraph 4*

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

## **Excess to Needs Round**

### *Reference Documents*

*Collective Agreement E.1.6 (01-04) or E.20.6 (06-11) Post and Fill Agreement - paragraphs 5*

5. After the mobility rounds, and the intent to layoff notices have been Issued, teachers declared in excess to school needs and unassigned continuing teachers will be placed. This will be done by another round of batch postings of vacant positions for which only these teachers are eligible, and such positions will be filled to first ensure that placement of qualified teachers into positions or to return an incumbent to their former position that again become available and otherwise in accordance with Article E.20.6 of the collective agreement.



## **Recall Round and Summer Posting round**

### *Reference Documents*

*Collective Agreement E.1.6 (01-04) or E.20.6 (06-11) Post and Fill Agreement - paragraph 6*

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

Notwithstanding article E.20.6.b above, for postings that occur after layoff notices are issued and prior to the date of layoff, if a teacher in receipt of layoff applies for a continuing posting for a position of equivalent or lower FTE from which they have been laid off, they shall be given preference above all other candidates. If more than one teacher in receipt of a layoff notice applies, the senior of those teachers is given preference. Placement into the position shall be considered a recall (or partial recall) of the teacher. The teacher shall retain his/her FTE entitlement and status even if the posting for which he/she applied for is a lower FTE.

The following process will only be available for teachers during the June round of postings immediately after the postings in paragraph 5 above.

A teacher with a continuing contract in a secondary school with an entitlement less than 1.0 (but not less than 3 blocks) shall be eligible to apply for portions of continuing vacancies in that school that are compatible with his or her current assignment and for which he or she is qualified per Article C.21. Such applications will be considered along with all other applicants for the position and if that teacher is the senior qualified candidate, he or she will be awarded the portion(s) of the assignment compatible with his or her current assignment and his/her continuing entitlement increased accordingly. The remaining portion of the assignment will be reposted.

If multiple teachers within the same school apply for the same continuing vacancy at the same time and they are the most senior candidates, the portions of the assignment will be awarded as per the paragraph above with the portions of the assignment being awarded based on order of seniority. The remaining portion of the assignment will be posted.

The resulting posting from the above paragraph may be combined with other continuing work that is available in the school if compatible.

## **Applicant Preference listing during Mobility, Recall, Summer and September batch postings**

### *Reference Documents*

*Post and Fill Agreement - paragraph 7*

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

## **Timing of temporary and continuing postings**

### *Reference Documents*

*Collective Agreement E.1.6 (01-04) or E.20.6 (06-11) Post and Fill Agreement- paragraphs 8 and 9*

8. All vacancies arising after the postings referred to in paragraph 6 above will be posted as temporary vacancies in all circumstances except as set out in paragraph 12. These vacancies will be posted for 2 working days and filled within 3 working days of the closing date. Positions that require rep posting will be posted immediately after the five days above (2 working days for posting and 3 working days for filling).
9. Acting in accordance with Article E.20.6 of the collective agreement, the Board may post and fill at any time for positions (continuing or temporary) where the Board anticipates external applicants may be required in addition to any internal applicants, and where a vacancy is known. The Board will not post a job as continuing externally without doing so internally before or at the same time as the external posting.

## **September batch posting**

### *Reference Documents*

*Collective Agreement E.1.2 (01-04) or E.20.2 (06-11) and E.1.6 (01-04) or E.20.6 (06-11) Post and Fill Agreement - paragraph 10*

10. Notwithstanding the requirement in Article E.20.2 of the collective agreement to post positions "as soon as they become known", all vacancies arising after the postings referred to in paragraph 6 above occurring up to the second Thursday after Labour Day will be held and posted as a batch posting on the second Friday after Labour Day. Applicants will list their preferences for positions in priority order and commit to accepting positions in accordance with their listed preferences. These positions are open to all candidates and will be filled in accordance with paragraph 11 below and Article E.20.6 of the collective agreement except that all internal applicants will be considered together with no "tiered" hiring. These posting will be done in a batch fashion and will be posted for two working days and filled within three working days of the closing date.

## **Restrictions and Restricted assignments**

### *Reference Documents*

*Post and Fill Agreement - paragraph 11*

11. Teachers who accept a temporary position after the start of the school year will not be permitted to accept another temporary posting unless it is compatible with their temporary position or in certain other limited circumstances as stated in this paragraph. Except as indicated below, a teacher may accept another temporary posting once during the school year provided as well that:
  - the other temporary position is at least .3 FTE greater than their current position either on its face, or if the additional length of the other temporary posting would make it a total of at least .3 FTE greater than their current position (for example, a potential move to a 1.0 FTE temporary position for the period Nov. 1 to June 30 from a .8 FTE temporary position for the period Sept. 1 to Dec. 21 would fulfill this requirement), and
  - there is no movement after the first day back from March break, and

- the posting is assumed at a mutually agreeable time, and
- in addition a classroom vacated by a teacher movement will not be subject to an additional change afterwards and a teacher accepting a temporary position after it has been vacated by another teacher will not be permitted to move to another posting which is not compatible with that position. All postings affected by a restriction of further movement will clearly indicate that further transferability is restricted.

## **Temporary Assignment Posting Descriptors**

### *Reference Documents*

*Collective Agreement C.6 (01-04) or C.2.1 (06-11), and E.1.6 (01-04) or E.20.6 (06-11)*

*Arbitration Settlement Agreement (Hall re: Inappropriate Descriptors Grievance)*

1. This agreement applies to temporary positions in elementary, middle or secondary linear schools with an expected duration of less than one school year, and to temporary positions in semestered secondary schools of less than one semester.
2. In postings relating to temporary assignments to which this agreement applies, job description, necessary qualifications and school context shall be differentiated. The school context portion of the posting will be under the heading "School Context" and may set out information in the nature of teaching strategies, teaching resources, educational practices and curriculum materials in use at the relevant school.
3. When school context information is included in a posting, the information should be as complete as reasonably possible. The strategies, resources, educational practices and curriculum materials so set out are set out only for the information of potential applicants, and the posting will clearly indicate they are not necessary qualifications.
4. When such descriptors are included in a posting only for the information of potential applicants as described in paragraph 2, that information will not be considered as a strategy, resource, practice or requirement that the teacher is obliged to implement. The selection of candidates shall be conducted in the manner required by the collective agreement and in particular Articles C.21 and E.20.6.

## **Posting and filling of Temporary Vacancies**

*Collective Agreement C1.2 (01-04) or C.25.2 (06-.1.1), and E.1.6 (01-04) or E.20.6 (06-11)*

*Temporary Top Up Agreement (Agreement In Principle May 14, 2010)*

1. This section applies to temporary vacancies that become available during a school year as per Article C.25.2 ("Temporary Time"),
2. All temporary time as referred to in paragraph 1 will be posted except for the exceptions contained in paragraphs 3, 4, 5, 6 and 7. In the application of these exceptions the GVTA will be notified when the temporary time has been added to a teacher's assignment.
3. For job shares at elementary and middle schools, no posting is required where one of the teachers in the job share assumes all of the other teacher's reduced assignment on a temporary basis during the school year.
4. Teachers in non-enrolling positions may have temporary time within their non-enrolling program added to their assignments during a school year without posting. Where there is

more than one teacher in the program on a teaching staff, temporary time will be added on the basis of the priorities for filling positions in Article E.20.6 of the collective agreement except that all internal applicants will be considered together (i.e., no "tiered" hiring).

5. Exploratory teachers at middle schools and prep release teachers at elementary schools may have temporary time for exploratory or prep relief, whatever the case may be, added to their assignments during a school year without posting. Where there is more than one teacher on a teaching staff in this category, temporary time will be added on the basis of the priorities for filling positions in Article E.20.6 of the collective agreement except that all internal applicants will be considered together (i.e., no "tiered" hiring).
6. Teachers in a school who have accepted an assignment less than their continuing entitlement in the spring staffing may have temporary time added to their assignments during a school year without posting up to their continuing entitlement provided the temporary time is compatible with the teacher's existing schedule/timetable. Where there is more than one teacher on a teaching staff in this category, temporary time will be added on the basis of the priorities for filling positions in Article E.1.6 of the collective agreement except that all internal applicants will be considered together (i.e., no "tiered" hiring).
7. One block of temporary time as referred to in paragraph 1 may be added to a secondary teacher's assignment per semester without posting provided the temporary time is compatible with the teacher's exiting schedule/timetable. The temporary time will be added on the basis of the priorities for filling positions in Article E.20.6 of the collective agreement except that all internal applicants will be considered together (i.e., no "tiered" hiring).

## **Splitting positions**

### *Reference Documents*

*Memorandum of Agreement (Splitting positions - May 2012)*  
*Grievance 11-GVTA-20*

1. There may occasionally be situations where it is in the interests of both the employer and the union to split or separate a particular vacated position to facilitate filling by internal qualified candidates-
2. If a position is posted as vacated and not filled in accordance with the collective agreement and the following agreements (Temporary Top-Up Agreement, Internal Reassignment and Reductions in Assignment), the employer will consult with the union and make every effort to reach an agreement in good faith with respect to splitting the position.

## **Additional Articles**

### **Number of blocks taught per semester**

#### *Reference Documents*

*Grievance resolution 09-GVrA-27 Post and Fill- TOC-Denied 4 Block First Semester*

1. A TOC who accepts a 4 block assignment in Semester 1 will be limited to no more than 3 blocks In Semester 2 of that year.

2. The District Payroll Department will calculate an annualized salary for the academic year, including an appropriate calculation for Prep Time and pension.

### **Fast Track positions to be posted**

#### *Reference Documents*

*Grievance Settlement 09-GVTA-S4 fast Track Position Not Posted*  
*Collective Agreement E.1.j (01-04) or E.20.1 (06-11)*

1. Fast Track is a newly created position under the terms of Article E.20.1 and therefore is a vacancy that must be posted, even though it is for less than 20 days.

### **Summer School positions to be posted**

#### *Reference Documents*

*Grievance Settlement 09-GVTA-22 Summer School Post and Fill*  
*Collective Agreement E.1.1 (01-04) or E.70.1 (06-11)*

1. The Board will Post and Fill summer school positions using the processes set out in the collective Agreement in Article E.1.

### **Post and fill process for AVID positions**

1. When, during the spring staffing process (from about the beginning of May until about the end of the first week of July) there is a position for the following Fall term that has an AVID component, the District will post that position and fill it according to the regular spring posting procedures.
2. If a teacher who would otherwise be appointed to the position but who lacks AVID training applies, it will be awarded to that teacher so long as that teacher agrees to take the AVID training during the summer (if that training is available) so that the teacher would have the AVID training by the beginning of the next school year in September. That training is at the District's expense.
3. In relation to mid-year postings for AVID positions, a qualified teacher with AVID training will be appointed over someone without that training.
4. If there are no qualified AVID trained candidates for such a position, then the position would be filled according to the criteria of Article E.20.6.

# **PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

## **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**

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4. Membership Requirement
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5. Exclusions from the Bargaining Unit
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8. President's /Officer Release
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- 1.57 *Contract Negotiations Leave*
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  - 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
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- 4. Experience Recognition
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- 5. Salary Scale
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- 7. Increment Date
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- 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*
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  - 2.6 *Special Allowances, i.e., Moving, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, etc.*
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### **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:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**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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Jacque 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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**Not applicable in SD No. 61 (Greater Victoria)**

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

**Not applicable in SD No. 61 (Greater Victoria).**



**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: 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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Jacque 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

School Name	Town/Community
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#### 05 - Southeast Kootenay (*only part of district approved*)

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

#### 06 - Rocky Mountain (*entire district approved*)

#### 08 - Kootenay Lake (*entire district approved*)

#### 10- Arrow Lake (*entire district approved*)

#### 20 - Kootenay Columbia (*entire district approved*)

#### 27 - Cariboo Chilcotin (*only part of district approved*)

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

#### 28 - Quesnel (*only part of district approved*)

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
Cayoosh Elementary	Lillooet/Pavilion/ Fountain/Band Communities
George M. Murray Elementary	Lillooet/ Pavilion / Fountain/Band communities
Lillooet Secondary	Lillooet / Pavilion / Fountain/Band 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:

\_\_\_\_\_  
Brian Chutter  
For BCPSEA

\_\_\_\_\_  
April 6, 2011  
Date

\_\_\_\_\_  
Jim Iker  
For BCTF

\_\_\_\_\_  
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)
  - 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

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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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.

## Appendix A to Letter of Understanding No. 9

Benefit Provision		Provincial Extended Health Benefit Plan		
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/ Chiropracist	\$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**

For the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013 – the Board of Education School District No. 51 (Boundary) shall pay the Recruitment and Retention Allowance as per Letter of Understanding No. 5, including the additional percentage increase to salary grid as applied in this Letter of Understanding, to eligible teachers at Big White Elementary School and Beaverdell Elementary School, such that they receive the same benefits under this LoU as other teachers in SD No. 51 (Boundary).

The Boundary Teachers' Association agrees that the provisions of Article B.26.b (Posts of Special Responsibility – Allowances – French/Russian Language Program) and Article G.37 (Early Retirement Incentive Plan) will be suspended for the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

This Letter of Understanding is without precedent and prejudice to any other school district.

This Letter of Understanding will expire upon the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

Signed this 11<sup>th</sup> day of April, 2013.

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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For School District 51

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For Boundary Teachers'  
Association



**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.]

**ATTACHMENTS**

**(Supplementary and interpretive documents can be accessed on the Greater Victoria School District website)**

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

**MEMORANDUM**

**TO:** The Greater Victoria Teachers' Association

**FROM:** C. B. Symons  
Secretary-Treasurer

**RE: Job Sharing**

=====  
During the course of negotiations related to the Collective Agreement for the period January 1, 1985 to June 30, 1986 an understanding was reached with respect to an amendment to Regulation 4115.4 concerning Job Sharing. The intent of the change in the regulation would be to permit teachers who take off time for job sharing purposes to be entitled to the same benefits as those teachers who participate in job sharing by way of changing their assignments from full-time to part-time.

*"Clive Symons"*

CBS:11

022291.1300.ST279

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*The Greater Victoria School District is committed to  
each student's success in learning within  
a responsive and safe environment.*

## **REGULATION 4115.4**

### **POSITION (JOB) SHARING**

#### **I INTRODUCTION**

Teachers with full time continuing appointments to the District, upon receipt in the spring of their teaching assignment for the following school year, shall have the option of requesting that their assignment be changed to part time for that school year. Teachers requesting this change in assignment shall be participating in the position sharing plan and, will receive a written commitment that, subject to the provisions of 153(1) and 153(2) of the School Act, their appointment to the District will return to full time, effective the following school year.

#### **II PROCEDURES AND CONDITIONS**

1. Teachers on full time continuing appointment wishing to participate in position sharing shall notify the school principal and Instruction-Administration Department of their intent following receipt of formal notification of their assignment for the following school year.
2. Upon approval of position sharing, participating teachers shall be informed, in writing, that, subject to the provisions of Sections 153(1) and 153(2) of the School Act, their appointment to the District will return to full time at the expiry of the next year.
3. Teachers participating in the position sharing plan shall suffer no loss in District seniority.
4. The salary of teachers participating in the position sharing plan shall be prorated accordingly.
5. Teachers participating in the position sharing plan, shall receive the same benefits in respect to medical, group life, extended health, and dental as they would as full time teachers.

6. Salary Indemnity and Sick-Leave Benefits for teachers participating in the position sharing plan shall be prorated accordingly.
7. Under present Superannuation Branch Regulations, credit for pension purposes, for teachers participating in the position sharing plan, shall be calculated on the basis of the percentage of the teacher's assignment for the year.
8. Principals, in planning staff organization for the year following a teacher's participation in the position sharing plan, shall consider participating teachers to be full time teachers. The provisions of School District Regulations respecting Teachers Declared Excess to Individual School Staffing Allocation shall apply.

*Greater Victoria School District*

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Approved: March 21, 1983

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*The Greater Victoria School District is committed to  
each student's success in learning within  
a responsive and safe environment.*

## **REGULATION 5141.20**

### **ORAL TOPICAL MEDICATION**

The administering of oral and/or topical medication to pupils in schools shall be the responsibility of the principal, who, if he/she accepts this voluntary task, must act in accordance with the following regulations:

1. Any delegation of authority and responsibility to a member of the teaching or non-teaching staff for the provision of medication must be clearly recorded in an appropriate journal. Such recording must include the signature of the staff member indicating voluntary acceptance of the responsibility, as well as the signature of the parent/guardian indicating the knowledge and approval of the specific person who has volunteered.
2. Provision shall be made for another individual to administer the medication in the absence of the designated staff member. The same procedure for approval by this individual and the parent/guardian, as described in #1 above, applies.
3. The principal must have a letter from the parent/guardian requesting that the medicine be administered.
4. The principal must have a letter from the family physician requesting that the medicine be administered, and granting authority for the principal, or his delegate, to do so. Such letter must be countersigned by the parent/guardian.
5. The principal must have the following information from the family physician on the prescribed form "Request for Administration for Medication at School."
  - a. that the medication needs to be administered at school;
  - b. what ailment the medication is treating;
  - c. the name of the medication;
  - d. the method of administering the medication;
  - e. the exact dosage;
  - f. indications for giving (symptoms that precede the need);
  - g. a statement as to whether or not the medication is a narcotic or similar substance;

- h. the consequence of missing medication or incorrect dosage;
  - i. emergency procedures for (g);
  - j. important side effects or drug reactions.
- (Form letters are available from the Public Health Nurse)
6. The Public Health Nurse assigned to the school must be informed of the letter of authority from the prescribing physician and must be consulted regarding the administering of the medication.
  7. A record sheet is to be maintained in the office of the principal, such sheet is to show the date and time of each administration, verified by the signature of the administering person.
  8. Medication should be stored in a safe location. The security for such medication is left to the discretion of the principal.
  9. Medication must be in the original container, which must be clearly labeled with instructions.
  10. All persons administering medication as described above must note that oral/topical treatment refers only to medication introduced by way of the mouth or by external application to the body surface.
  11. Emergency treatment with injections or other parental (other than oral/topical) treatment may be done by First Aid attendant, or employees who have been trained to do so by a Public Health Nurse.
  12. Other procedures may be established for individual cases through the application of the Interministerial Protocols for the provision of Support Services to Schools.

Notwithstanding the foregoing, the School Board will indemnify an employee against a claim for damages against the employee arising out of the administration of medication to a student under these regulations unless the employee knowingly or willfully disregards the regulations.

*Greater Victoria School District*

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Approved: January 1974

Various Revisions

Revised: April 6, 1990

## **Addendum to the Local Matters Agreement**

### **Deferred Compensation Leave Of Absence Plan**

#### **1. Definitions**

- a. "Accrued Interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the board on behalf of participants, calculated from:
  - i. the first day any of such monies has been received by the eligible financial institution, or
  - ii. the last date to which interest has been paid in accordance with clause 3.4.
- b. "Collective Agreement" means the agreement in force pursuant to PELRA, and subject to the provisions of the provincial matters agreement.
- c. "Committee" shall mean the Board Personnel Committee and four appointees of the Greater Victoria Teachers' Association.
- d. "Current Compensation Amount" means the total compensation payable by the Board to the Participant for the school year, ( September 1 to June 30) including his/her proper grid salary and all allowances, per the current Collective Agreement in force between the Association and the Board.
- e. "Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the participant in accordance with clause 3.4.
- f. "Eligible Teacher" shall mean any teacher on continuing contract having three (3) years service with the Board.
- g. "Leave of Absence" means the period described in clause 4.1.
- h. "Memorandum of Agreement" means the Leave of Absence and Deferred Compensation Plan Memorandum of Agreement attached to this addendum.
- i. "Participant" means an Eligible Teacher whose application for participation in the Plan has been approved by the Board in accordance with clause 2.2 and has completed a Memorandum of Agreement.
- j. "Participation Rate" applies to the number of new applications approved each year for inclusion in this plan. The approval rate shall not exceed 5% (five per cent) of teachers on continuing contracts.



- k. "Plan" means the plan set out in this Addendum.

## **2. Application**

- a. In order to participate in the Plan, an Eligible Teacher must make written application to the District Superintendent of Schools or his/her delegate, by way of the Memorandum of Agreement, on or before March 31, stating the date when the Eligible Teacher wishes to participate in the Plan.
- b. The District Superintendent of Schools, or delegate, shall by May 15 following the date of application, advise each applicant of the Board's approval or disapproval of his/her application, and if the latter, a reasonable explanation therefore.
- c. The Participation of the Eligible Teacher in the Plan will become effective on the date specified in the Memorandum of Agreement.

## **3. Funding For Leave Of Absence**

Funding for the Leave of Absence shall be as follows:

- a. During each year of the deferral period, the participant will receive his/her current compensation amount, less the percentage amount to be retained by the board which was specified by the participant in the Memorandum of Agreement and less statutory and other legal or contractual deductions. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the board at least one (1) month prior to the requested change. The board shall not be obligated to accommodate more than one request each school year for a change to the deferral amount.
- b. The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third (33 1/3) per cent.  
NB: To comply with Revenue Canada - Income Tax Act
- c. The monies retained by the Board on behalf of each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by any one of the following: Vancouver City Savings, any Canadian Chartered Bank, any Trust Company authorized to do business in the Province of British Columbia or any Credit Union authorized to do business in the Province of British Columbia as directed before September 10 in each year by the Committee. In making such determination the Board, the Association and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.

- d. The eligible financial institution shall pay the accrued interest on each December 31 to the participant.  
NB: To comply with Revenue Canada - Income Tax Act
- e. The Secretary-Treasurer shall make an Annual Report to each Participant under this Plan as to the amount of deferred salary, together with interest accrued to that date. The Annual Report shall be made no later than June 30 of any given year under the Plan.
- f. In the event that any monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institute, the board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.
- g. The Board will bear the administrative expenses of the Plan.

#### **4. Taking Of Leave Of Absence**

The taking of a Leave of Absence shall be governed by the following provisions:

- a. The Leave of Absence shall occur according to, and be governed by the terms of this Article.
- b. The leave of absence shall be for not less than six (6) consecutive months.  
NB: To comply with Revenue Canada - Income Tax Act
- c. The leave of absence shall commence and subsequently cease coinciding with the natural breaks in the delivery of the education program.
- d. The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequent than provided for the payment of regular salaries and all amounts payable shall be paid to the participant no later than the end of the first taxation year that commences after the end of the deferral period.  
NB: To comply with Revenue Canada - Income Tax Act
- e. The salary to be paid to a Participant during a Leave of Absence shall be related to the moneys retained by the Board in accordance with clause 3.1 for such Participant, as augmented by the interest earned thereon in accordance with clause 3.3, but less any deductions made by the Board under clause 5.1 and any monies required by law to be paid by the Board for or on behalf of a Participant.  
NB: To comply with Revenue Canada - Income Tax Act
- f. The total of the payments to be made to a participant in accordance with clause 4.2 during a leave of absence shall be the deferred compensation amount retained by the board, but less any monies required by law or in accordance with the terms

of the collective agreement, to be paid by the board for or on behalf of a participant. The participant shall not receive any salary from the board during the leave other than the deferred compensation amount.

NB: To comply with Revenue Canada - Income Tax Act

- g. Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Superintendent or designate, and, given not less than six (6) months notice prior to the scheduled date for the commencement of the leave, postpone such leave for a period not greater than one year. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan.

NB: To comply with Revenue Canada - Income Tax Act

- h. Subject to 4.7 above, the leave of absence shall immediately follow the deferral period.

NB: To comply with Revenue Canada - Income Tax Act

- i. On return from his/her Leave of Absence, the teacher will be assigned to a position with the Board as required by the terms of the collective agreement then in force between the Board and the Association governing such matters.

- j. After participation in the Plan, the teacher's salary and benefits will be as set out in the collective agreement then in force between the Board and the Association governing such matters.

## **5. Employee Selected Benefits**

The providing of benefits will be as follows:

- a.\* During a Leave of Absence, the responsibility for payment of premiums for employee selected benefits shall be as set forth in the collective agreement then in force between the Board and the Association governing such matters. Where a Participant is obligated to pay the cost of any employee selected benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on his/her request and deduct the moneys so paid from the monies otherwise payable to the Participant during the Leave of Absence.

- i. A teacher's benefits will be maintained by the Board during his/her leave of absence; however, the premium costs of all benefits shall be paid according to terms of the salary agreement. Should the teacher elect to have Their Deferred Leave funds paid to them in a lump sum manner, the teacher will make a lump sum payment (as reasonably estimated by the Board) in advance, by June 30th in the year the leave will commence, to cover his/her share of premiums.

- ii. While on leave, any benefits tied to salary level will be structured according to the salary the teacher would have received, as if the teacher were teaching in the leave year.
  - iii.\*\*Subject to the regulations of the Teachers' Pension Act, the Board shall pay one half the Superannuation assessment calculated by the Commissioner of Teachers' Pensions, for the year of leave, and the teacher shall contribute the balance.
- b. Sick leave credits accrue as set forth in the collective agreement then in force between the Board and the Association governing such matters.
  - c. The Board will make superannuation deductions required by the Teachers' Pension Act.

## **6. Withdrawal**

- a. A Participant who ceases to be employed by the Board must withdraw from the plan.
- b. A participant may withdraw from the plan upon giving written notice of withdrawal to the Superintendent or designate not less than four (4) months prior to the date on which the leave of absence is to commence.
- c. Upon termination of employment and/or withdrawal from the plan, the board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days. Upon such payment being made the board shall have no further liability to the participant under the plan.
- d. Should a Participant die, the Board shall within thirty days of notification to the Board of such death, pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

## **7. Suspension from Participation And Reinstatement In The Plan**

- a. A Participant may, for a twelve-month period, suspend his/her participation in the Plan as of the September 1 following giving notice to the Board. Until further notice as provided in clause 7.2, the Board shall pay the Current Compensation Amount to the Participant as if he/she were not participating in the Plan. The amounts previously retained by the Board and interest thereon in accordance with clauses 3.1,3.2 and 3.3 shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence. The amount so retained shall continue to bear interest until the Leave of Absence is granted or the Participant withdraws from the Plan.

- b. A Participant who has given notice in accordance with clause 7.1 may give notice to the Board advising that he/she wishes to become reinstated in the Plan, in which case, on September 1 immediately following such notice, the Participant shall be reinstated in the Plan.
- \* Effective on the same day as the first provincial agreement comes into effect, the first sentence of clause 5.1 will be amended to read as follows:

***During a Leave of Absence the employee taking the leave shall be responsible for the cost of premiums for employee selected benefits.***

- \*\* Effective on the same day as the first provincial agreement comes into effect, clause 5.1.3. will be deleted.

**LEAVE OF ABSENCE AND DEFERRED COMPENSATION**

**MEMORANDUM OF AGREEMENT**

**TEACHER’S NAME:** \_\_\_\_\_  
**Please Print**

I have read the terms and conditions of the Agreement between the Board of Education of School District No. 61 (Greater Victoria) and the Greater Victoria Teachers’ Association setting up the Leave of Absence and Deferred Compensation Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

**ENROLMENT DATE**

My enrolment in the plan shall become effective for the school year commencing JULY 1, \_\_\_\_\_.

I shall take my Leave of Absence from \_\_\_\_\_ yr. \_\_\_\_\_ to \_\_\_\_\_ yr. \_\_\_\_\_, (not to be less than (6) six consecutive months) but I shall have the right in accordance with Clause 4.7 to postpone such a leave for up to (12) twelve months.

**FUNDING OF LEAVE OF ABSENCE**

In accordance with Clause 3.1, I direct that the percentage amounts as set out in this clause (not to exceed thirty-three and one third (33 1/3) per cent) be withheld from my Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year	_____ %	Third Year	_____ %
Second Year	_____ %	Fourth Year	_____ %
Or for All Years	_____ %		

On one occasion in any school year, the Participant may, by written notice to the Board, alter the percentage amounts for that or any subsequent year in accordance with Clause 3.1.

**RETURN TO EMPLOYMENT**

I understand that I must return to employment with the board for a period of time not less than the period of leave.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Teacher’s Signature**

**AGREED TO BY THE BOARD:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Associate Director, Educational Staffing  
Or Designate**

**\*\*\*PLEASE RETURN THIS APPLICATION TO THE HUMAN RESOURCES DEPARTMENT\*\*\***

**Greater  
Victoria  
School District**

**Greater Victoria  
Teachers’ Association**

## **Letter of Agreement**

### **Greater Victoria School District and Greater Victoria Teachers' Association**

#### **Joint Professional Development Fund Financial Management**

Based on three years prior history of joint fund expenditures, approximately 75% of the joint fund is spent on registration, travel costs and hotel stays, while the remaining 25% of the fund is spent on Teacher Teaching On Call (TTOC) coverage. The 75% portion also includes the costs for school and local specialist associations Joint PD fund allocations.

In accordance with Article F.20.3 of the Collective Agreement, the GVSD pays 60% of the joint fund budgeted amount and the GVTA contributes 40% of the joint fund budgeted amount.

The revised agreement is as follows:

1. The GVSD will retain the TTOC portion of the budget and the GVTA will pay 40% of its share of the TTOC-portion to the GVSD.
  - a. The GVTA will provide monthly information to the GVSD about the approved TTOC's which will then be reconciled with payroll data.
  - b. The GVSD will provide the GVTA an annual accounting of the TTOC portion of the joint fund expenditures.
2. The GVSD will transfer 60% of its share of the conference, school and local specialist association portion of the budgeted fund to the GVTA.
  - a. The GVSD will transfer to the GVTA 60% of the 75% of the conference budget, less a 10% holdback by September 01 of each year.
  - b. Upon finalization of Form 2003 (Teacher Assignment, Salary and Qualifications), the budget will be recalculated and adjustments made on the actual September 30<sup>th</sup> FTE teacher count.
  - c. The GVTA will provide Quarterly reports to the GVSD showing teachers' approved professional development and an annual accounting of the professional development portion of the joint fund expenditures.
  - d. The GVTA will approve and provide up to a maximum \$300 reimbursement to schools and local specialist associations.
3. The total joint Professional Development Fund expenditures will be reviewed annually to determine if the 75%/25% budget allocation between conference and TTOC-costs is appropriate. Any adjustment required will be agreed upon jointly.

The new allocation of funds will commence in January, 2002, with all figures being pro-rated accordingly. A review of the processes within this Letter of Agreement will take place in June 2002 to determine success of the implementation and annually thereafter.

Signed on the “14<sup>th</sup>” of January, 2002 at Victoria, B.C.

“Keith Cameron”  
Keith Cameron, Superintendent  
Greater Victoria School District

“Karen Harris”  
Karen Harris, President  
Greater Victoria Teachers’ Association



**GVSD/GVTA Joint Professional Development Fund**

2001/02 Fiscal Year

2001/02 Preliminary Budgeted FTE:	1,137
Plus: PRP	<u>14</u>
Total FTE:	1,151
Times: Budget per FTE	<u>145</u>
GVSD/GVTA Joint Fund 2001/02	<u><u>166,895</u></u>
GVSD Contribution (60%)	<u><u>100,137</u></u>
GVTA Contribution (40%)	<u><u>66,758</u></u>

Based on expenditures for the fiscal years 1999, 2000, and 2001, approximately 25% of the Joint Fund has been expended on TTOC Costs with the remaining 75% going to Registration, Transportation, Accommodation and Meals

**Proposed transfer of GVSD Funds to the GVTA (net estimated GVTA portion of TTOC COSTS):**

Total GVSD Budget for Joint Pro-D Fund	\$ 100,137	
Less:		
100% of Estimated TTOC Costs (combined GVSD/GVTA portions)	\$ (41,724)	$\$166,895.00 \times 25\% = 41,723.75$
	<u>58,413</u>	
10% Holdback (pending September 30 Final FTE)	\$ (10,014)	$\$100,137.00 \times 10\% = 10,013.70$
Projected transfer of GVSD Funds to GVTA	<u><u>\$ 48,400</u></u>	

The above transfer of funds accomplishes the following:

- 1) The GVTA will have the funds necessary to directly reimburse Teachers for Pro-D costs incurred.
- 2) The GVSD withholds the GVTA's portion of TTOC costs, eliminating the need to recover funds during the year.
- 3) A reasonable allowance is withheld until the Final September 30 FTE is calculated.

**Greater  
Victoria  
School District**

**Greater Victoria  
Teachers' Association**

## **Memorandum**

### **Personal Leave Without Pay — Article G.22.4.c**

Each application for leave pursuant to Article G.22.4.c will be considered on an individual basis in accordance with its own merits.

If leave is denied under Article G.22.4.c the teacher will be provided with reasonable grounds for the denial which address the particular circumstances of the teacher's application.

On request by a teacher whose application for leave is denied, the Committee will review the circumstances and any new information supplied to it.

Signed and Dated at Victoria, the 15<sup>th</sup> day of May, 2002.

## MEMORANDUM OF AGREEMENT

BETWEEN: GREATER VICTORIA SCHOOL BOARD

NO. 61 (GREATER VICTORIA)


AND: THE GREATER VICTORIA TEACHERS' ASSOCIATION

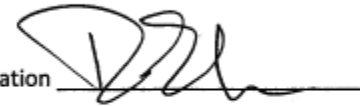
**Re: Work during Leaves**

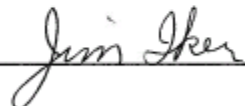
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*Without precedent or prejudice to either party, the parties agree to full and final settlement under the following terms and conditions. It is also understood that these terms of settlement apply only in School District 61 and are not binding on any other district.*

1. A teacher on leave under article G of the Collective Agreement who requests to be placed on the TTOC list ("A" list or "B" list) shall be placed on the list and be eligible to receive TTOC work. Notwithstanding the above, employees on deferred compensation leave will not be eligible to return to work early or be placed on a TTOC list.
2. A teacher who is on medical leave and makes a request to be placed on a TTOC list shall provide written verification to the District from a medical doctor of confirming their ability to work as a TTOC.
3. A teacher placed on the TTOC list as per clause 1 and 2 above, shall not be eligible to apply for temporary contracts except if their contract is either part-time or partial-year (or both) and they are seeking to increase and/or lengthen their FTE. Any such teacher will be subject to clause 11 of the "Post and Fill" agreement.
4. A teacher placed on the TTOC list as per clause 1 and 2 above can apply for continuing contracts and move at a mutually agreed time as per article E.
5. The terms of this settlement will be in full force and effect for a period of two (2) years from the date of the GVTA signature on this agreement. The parties agree to meet no later than three months prior to this time to discuss continuing or amending this agreement. Upon the expiry of this agreement the parties will revert to the original language of the collective agreement unless by mutual agreement the parties choose to renew or renegotiate this memorandum.

Greater Victoria Board of Education  Date Oct 1/12

Greater Victoria Teachers' Association  Date Oct 10, 2012

British Columbia Teachers Federation  Date November 28, 2012

British Columbia Public School Employers Association  Date Dec. 4, 2012

## MEMORANDUM OF AGREEMENT

BETWEEN: GREATER VICTORIA SCHOOL BOARD

NO. 61 (GREATER VICTORIA)

AND: THE GREATER VICTORIA TEACHERS' ASSOCIATION

Re: Implementation of Article D.6 (D.21) (Hours of Work and Preparation) for the 2013/2014 school year to accommodate a two week spring break.

The parties agree that implementation of a two week spring break for the 2013-2014 school year requires modifications to the following articles: D.6.1 (D.21.1), D.6.2 (D.21.2), Article A.1 of the Middle School Consent Award and Article D.5.2 (D.20.2)

---

Articles D.6.1 (D.21.1), D.6.2 (D.21.2) and Article A.1 of the Middle School Consent Award will be modified for the 2013-2014 school year as follows:

- 6.1. The maximum length of the instructional week for elementary teachers shall be 1538 minutes which shall include a maximum of 1371 minutes of teaching, a minimum of 75 minutes for recess and a minimum of 92 minutes for preparation time.
- 6.2. The maximum length of the instructional week for secondary teachers shall be 1686 minutes which shall include an average of not more than 1381 minutes per week of teaching in teach instructional cycle, exclusive of period change and teacher advisor time, and shall provide for a minimum of 12.5% of the classroom instruction for preparation time.

Middle School Consent Award, Article A.1. The maximum length of the instructional week for middle school teachers shall be 1626 minutes which shall include a maximum of 1381 minutes of teaching, a minimum of 75 minutes for nutrition break and a minimum of 170- minutes for preparation time.

Article D.5.2 (D.20.2) will be amended by the 2013-2014 school year to be read as follows:


- 5.2 All days in the regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and a 10 day (exclusive of statutory holidays) spring break.


5. The GVTA grievance 11-GVTA-67 shall be held in abeyance. In the event that the Board implements the application of Article G.6 as noted in #1 of this agreement, 11-GVTA-67 shall be considered settled.
6. The terms of this agreement will be effective July 1, 2013 and will expire on June 30, 2014 unless the parties agree to continue the terms beyond that date. The parties will meet no later than January 15, 2014 to discuss continuing or amending this agreement.
7. This agreement is subject to approval by the GVTA membership, the BCTF, and the BCPSEA.

Signed this 5 day of February, 2013

  
\_\_\_\_\_  
Greater Victoria Teachers' Association

  
\_\_\_\_\_  
School District 61

  
\_\_\_\_\_  
BCTF

  
\_\_\_\_\_  
BCPSEA

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