

**A WORKING DOCUMENT
PROVINCIAL COLLECTIVE AGREEMENT**

**BETWEEN -
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
BRITISH COLUMBIA TEACHERS' FEDERATION**

AS IT APPLIES IN S.D. #69 (QUALICUM)

**Between
THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 69
(QUALICUM)
(The "Employer")
And
THE MOUNT ARROWSMITH TEACHERS' ASSOCIATION
(The "Local")**

Effective 2019 July 1 to 2022 June 30

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F. and B.C.P.S.E.A. under the <u>Public Education Labour Relations Act</u> , as those terms and conditions are applicable to this School District. In the event of dispute, the original source documents would be applicable.

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SECTION A – THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two parties for the period July 1, 2013 to June 30, 2019 including any amendments agreed to by the parties during that period.

- 1.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. 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.
- 1.2 In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
- 1.3 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.
- 1.4
 - 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.
- 1.5
 - 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*.

ARTICLE A.2 RECOGNITION OF THE UNION

- 2.1 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.
- 2.2 Pursuant to PELRA, the employer in each district recognizes the local [Mount Arrowsmith Teachers' Association] in that district [School District #69 (Qualicum)] as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters,

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and for the administration of this Collective Agreement in that district subject to PELRA and the Provincial Matters Agreement.

- 2.3 The BCTF recognizes BCPSEA as the accredited bargaining agent for every School Board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the School Boards and to bind the School Boards by collective agreement in accordance with Section 2 of Schedule 2 of PELRA.

Local Provisions

- 2.4 Any position that is included in the bargaining unit as defined in Article A.2.1 may not be excluded without the agreement of the parties.
- 2.5 When a decision has been made regarding the creation or deletion of administrative officer positions, the Board shall notify the Association.
- 2.6 The Board shall notify the Association of all new bargaining unit positions offered in the district and submit to the local Association offices a written job description of the position(s).
- a. Newly created positions which fall within the bargaining unit as covered in Article A.2.1, shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

- 3.1 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.
- 3.2 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

- 4.1 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.
- 4.2 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.
- 4.3 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.

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- 4.4 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.
- 4.5 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

- 5.1 Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
- 5.2 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.
- 5.3 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 (TTOC) costs shall be borne by the employer.
- 5.4 When a TTOC 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 TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the TTOC shall receive a full day's pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

6.1 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

6.2 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.

6.3 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

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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.

6.4 **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.

6.5 **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.

6.6 **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.

6.7 **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

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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.

6.8 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.

6.9 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 (TTOC) is required, such costs shall be borne by the employer.

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- 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 TTOC that may be required.

ARTICLE A.7 EXPEDITED ARBITRATION

7.1 Scope

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

7.2 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.

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- 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

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.9 LEGISLATIVE CHANGE

- 9.1 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.
- 9.2
 - 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.
- 9.3 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).
- 9.4 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

- 10.1 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.

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- 10.2 Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call (TTOC) 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. TTOCs shall be paid in accordance with the collective agreement.
- 10.3 Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

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ARTICLE A.20 CONTRACTING OUT

- 20.1 Except as mutually agreed by the Board and the Association, work of the kind regularly performed by a teacher in the district as part of their regular duties and responsibilities shall not be contracted out.

ARTICLE A.21 PRESIDENT'S LEAVE

- 21.1 A teacher elected to the position of president of the Association shall be granted leave of absence from teaching duties for up to one (1) year, at the request of the Association. Requests for such leave shall be in writing and received by the Superintendent of Schools prior to May 31st for the subsequent school year.
- 21.2 The Board shall pay the president's salary and provide benefits as specified in the Agreement. The Association shall reimburse the Board for one hundred percent (100%) of such salary and benefits' costs upon receipt of a monthly statement.
- 21.3 For purposes of pensions, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board.
- 21.4 The president shall inform the Board of the number of days or partial days, if any, of absence from presidential duties due to illness. Such days or partial days shall be deducted from the president's accumulated sick leave credits.
- 21.5 The teacher returning to full teaching duties from a term or terms as president shall be assigned to the position held prior to the release or to another position which is acceptable to the teacher.
- 21.6 In the event of the illness of the president in excess of five (5) teaching days, this Article shall apply to a teacher appointed to replace the president for the duration of the illness.

ARTICLE A.22 VICE-PRESIDENT, BARGAINING CHAIR AND PROFESSIONAL DEVELOPMENT CHAIR LEAVE

- 22.1 A teacher elected to the position of Vice-President, Bargaining Chair or Professional Development Chair of the Association shall be granted leave of absence from teaching duties for up to one (1) year, at the request of the Association. Requests for such leave shall be in writing and received by the Superintendent of Schools prior to May 31 for the subsequent school year.
- 22.2 The Board shall pay the Vice-President's, Bargaining Chair's, and Professional Development Chair's salaries and provide benefits as specified in the Agreement. The Association shall reimburse the Board for that portion of their salaries and benefits equal to their respective percentage of release time upon receipt of a monthly statement.
- 22.3 For purposes of pension, experience, sick leave and seniority, the Vice-President, Bargaining Chair and Professional Development Chair shall be deemed to be in the full employ of the Board.

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- 22.4 The Vice-President, Bargaining Chair and Professional Development Chair shall inform the Board of the number of days or partial days, if any, of absence from union duties due to illness. Such days or partial days shall be deducted from the Vice-President, Bargaining Chair or Professional Development Chair accumulated sick leave credits.
- 22.5 The teacher returning to full teaching duties from a term or terms as the Vice-President, Bargaining Chair or Professional Development Chair shall be assigned to the position held prior to the release or to another position which is acceptable to the teacher.
- 22.6 In the event of the illness of the Vice-President, Bargaining Chair or Professional Development Chair in excess of five (5) teaching days, this Article shall apply to a teacher appointed to replace the Vice-President, Bargaining Chair or Professional Development Chair for the duration of the illness.

ARTICLE A.23 LEAVE FOR ASSOCIATION, B.C.T.F. OR C.T.F. BUSINESS

- 23.1
- a. An employee who is a member of the Executive Committee, Representative Assembly, a committee or task force of the local Association or appointed an official representative or delegate of the local Association, shall be entitled to release time from instructional duties to carry out the duties involved, up to a maximum ten (10) days per school year.
 - b. An employee who is a member of a committee or task force of either the BCTF, CTF or the Teachers' College Council, shall be entitled to release time from instructional duties to carry out the duties involved, up to a maximum ten (10) days per school year.
 - c. An employee who is a member of the Executive Committee or Representative Assembly of the BCTF or CTF or a member of the Teachers' College Council, shall be entitled to release time from instructional duties to carry out the duties involved.
 - d. The total days absent under subsections (a), (b) and (c) above shall not exceed eighteen (18) days.
 - e. Such leave shall be granted without loss of pay subject to the payment by the Association, the BCTF, the CTF, or the College of Teachers to the Board of the full cost of the Teacher on Call.
- 23.2 In the event that an employee covered by this Agreement is elected to a full-time position as an officer of the BCTF, leave of absence without pay will be granted for the duration of those duties. For purposes of seniority the employee shall be deemed to be in the full employ of the Board. Employees returning from such a leave must provide written notice to the Board. The employee must apply for posted positions pursuant to Article E.20 (Posting Vacant Positions) and shall be placed pursuant to Article E.21 (Filling Vacant Positions).
- 23.3 Leave for meetings for direct collective bargaining with the Board or for attendance at arbitration hearings pursuant to Articles A.6 (Grievance Procedure) and A.7 (Expedited Arbitration) shall be approved beyond the limit set out above.

ARTICLE A.24 LOCAL ASSOCIATION STAFF REPRESENTATIVES

- 24.1 Local Association school staff representatives elected in accordance with local Association procedures:
- a. shall be relieved of instructional and supervision duties with no loss of pay, to be present, when required, for any meeting between an administrator and an employee in the school district;
 - b. shall be permitted to convene Association meetings in the school to conduct Association business on the condition that there be no disruption to classes nor other instructional or school activities;

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- c. shall whenever possible, conduct investigation of grievances, and participate in grievance meetings outside normal instructional hours;
- d. shall be granted leave of absence without pay to attend an arbitration hearing pursuant to this Agreement.

24.2 The provisions of A.24.1.c shall apply to a designated member of the Association at any given time.

ARTICLE A.25 RIGHT TO REPRESENTATION

- 25.1
 - a. A representative(s) of the Association has the right to attend any meeting between a teacher and an administrator or the Board if the meeting is, or may become discipline related.
 - b. A representative(s) of the Association may attend any meeting between a teacher and an administrator if either believes a representative(s) of the Association should be present.
- 25.2 The employee or the administrator shall have the right to suspend the meeting until a representative of the Association is present.

ARTICLE A.26 ACCESS TO WORK SITE FOR ASSOCIATION BUSINESS

- 26.1 The Association shall be permitted to use school facilities and equipment, subject to availability, for meetings and other Association activities on the condition that there be no disruption to classes nor other instructional or school activities. The Association shall notify the principal or designate when accessing the worksite.

ARTICLE A.27 BULLETIN BOARDS

- 27.1 The Association shall be permitted to post notices of activities in matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school building.

ARTICLE A.28 USE OF DISTRICT COURIER SERVICE

- 28.1 The Association shall be permitted to have reasonable access to the district courier service and employee mail boxes, free of charge, for communication to bargaining unit members subject to the smooth operation of the courier system.

ARTICLE A.29 STAFF COMMITTEES

- 29.1 If the majority of the teaching staff in the school so decides, there shall be established a recognized staff committee in each school by September 30th of each school year.
- 29.2 The professional staff in each school shall determine the size and membership of such a staff committee and the procedures to be followed. In all schools, the staff may decide to act as a committee of the whole.
- 29.3 The Staff Committee may make recommendations on matters pertaining to the effective and efficient operation of the school.
- 29.4 Recommendations made by the Staff Committee shall be considered by the staff at a regular staff meeting. Recommendations made by the Staff Committee, accepted at the staff meeting and implemented by the school administration shall be binding on all members of the staff.
- 29.5 Should the school administration not implement the recommendations, reasons for not doing so shall be provided to a Staff Committee meeting, and if requested by the Staff Committee, at a regular staff meeting.

ARTICLE A.30 ACCESS TO INFORMATION

- 30.1 The Board, upon request by the Association, agrees to furnish to the Association:
- a. Public financial information including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks, and the Statement of Final Determination.
 - b. A list of all members showing their names, grid placement, seniority, school assignment, and full-time equivalency of member.
 - c. Notifications of job postings, transfers, changes in work location, hirings, resignations, retirements, discharges, suspensions and less than satisfactory evaluations as they occur.
 - d. Agendas and minutes of all Board meetings held in public and all attachments thereto at the time of distribution to the Board.
 - e. Other public information that may be used in negotiations and processing grievances.
 - f. Other information required to be provided under this Agreement.
- 30.2 The Association shall have access to an up-to-date statement of Board policy on matters affecting teachers and not included in this Agreement.
- 30.3 The Board agrees to provide the Association with a list of all employees on leave of absence.

ARTICLE A.31 PICKET LINE PROTECTION

- 31.1 Teachers who for personal reasons refuse to cross a duly constituted picket line, arising out of the Labour Relations Code, shall not be in violation of this Agreement and shall not be subject to disciplinary action but shall be considered "absent without pay".
- 31.2 The Board shall not request, require, nor direct teachers to do work or carry out duties normally performed by employees engaged in a legal strike, or locked out, nor shall teachers, require or direct pupils to carry out such duties.
- 31.3 Teachers, during a strike or lockout, shall not be required to work with persons specifically hired to perform duties which would normally be performed by employees who are on strike or locked out.
- 31.4 In the event that there is a picket line at any school district property, the president of the Association or designate and the Superintendent of Schools or designate, shall meet forthwith to attempt to determine whether or not such a picket line is viewed as a duly constituted picket line. If the Association president or designate and the Superintendent of Schools or designate agree that a picket line is not duly constituted, the employees covered by this Agreement shall be advised forthwith.

ARTICLE A.32 COPY OF THE AGREEMENT

- 32.1 The Board shall post an electronic copy of this Agreement to the staff portal.

ARTICLE A.33 EDUCATION ASSISTANTS

- 33.1 All education assistants employed to assist teachers shall be assigned to classes and/or a student(s) by the principal and shall work under the immediate direction of teachers.
- 33.2 The primary responsibility for the educational program of a student(s) remains with the teacher (except as provided for in Section 26(2)(b) of the *School Act, R.S.B.C. 1996, c.412 with amendments*) who may be assisted in that purpose by an education assistant.

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- 33.3 When schedules do not allow adequate time for the teacher to confer with the assigned education assistant(s), the teacher may request from the administration, time during instructional hours for such purpose.
- 33.4 Should an education assistant be used to assume the primary responsibility for the educational program of a student(s) or be used as an alternative for a qualified teacher or speech pathologist, it shall be grievable under Article A.6 (Grievance Procedure).

ARTICLE A.34 STAFF ORIENTATION

- 34.1 Members who are new to the district shall be provided with a district orientation program within 30 days of commencing employment or by a date mutually agreed upon with the member.
- 34.2 Members who are new to a school shall be provided with a school orientation program within seven (7) days of commencing work in the school.
- 34.3 Teachers Teaching on Call who are new to the district shall be provided with a district orientation program within 30 days of commencing employment or by a date mutually agreed upon with the teacher.

SECTION B – SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

- 1.1 The local salary grids are amended to reflect the following general wage increases:
- a. Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
 - b. Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
 - c. Effective July 1, 2021 – 2% adjustment to the Local Salary Grids
- 1.2 Teachers employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.
- Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retro-active pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.
- 1.3 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
- 1.4 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
- 1.5 Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.
- 1.6 Effective July 1, 2021 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/ term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

SECTION B**Local Provisions****1.7 Salary Grids****July 1, 2019 – June 30, 2020 (2%)**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
1	\$ 50,149	\$ 54,246	\$ 58,226	\$ 59,625
2	\$ 52,464	\$ 57,182	\$ 61,358	\$ 62,825
3	\$ 54,778	\$ 60,120	\$ 64,490	\$ 66,024
4	\$ 57,091	\$ 63,056	\$ 67,620	\$ 69,223
5	\$ 59,406	\$ 65,992	\$ 70,751	\$ 72,423
6	\$ 61,721	\$ 68,930	\$ 73,882	\$ 75,622
7	\$ 64,035	\$ 71,866	\$ 77,013	\$ 78,822
8	\$ 66,349	\$ 74,804	\$ 80,144	\$ 82,021
9	\$ 68,662	\$ 77,740	\$ 83,275	\$ 85,220
10	\$ 73,107	\$ 83,097	\$ 88,998	\$ 91,073

July 1, 2020 – June 30, 2021 (2%)

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
1	\$ 51,152	\$ 55,331	\$ 59,390	\$ 60,818
2	\$ 53,513	\$ 58,326	\$ 62,585	\$ 64,081
3	\$ 55,874	\$ 61,322	\$ 65,779	\$ 67,344
4	\$ 58,233	\$ 64,318	\$ 68,972	\$ 70,608
5	\$ 60,594	\$ 67,312	\$ 72,166	\$ 73,872
6	\$ 62,956	\$ 70,308	\$ 75,359	\$ 77,134
7	\$ 65,315	\$ 73,303	\$ 78,553	\$ 80,398
8	\$ 67,676	\$ 76,300	\$ 81,747	\$ 83,662
9	\$ 70,036	\$ 79,295	\$ 84,940	\$ 86,924
10	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

SECTION B**July 1, 2021 – June 30, 2022 (2%)**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
1	\$ 52,175	\$ 56,437	\$ 60,578	\$ 62,034
2	\$ 54,583	\$ 59,492	\$ 63,837	\$ 65,363
3	\$ 56,991	\$ 62,549	\$ 67,095	\$ 68,691
4	\$ 59,398	\$ 65,604	\$ 70,352	\$ 72,020
5	\$ 61,806	\$ 68,658	\$ 73,610	\$ 75,349
6	\$ 64,215	\$ 71,714	\$ 76,866	\$ 78,677
7	\$ 66,622	\$ 74,770	\$ 80,124	\$ 82,006
8	\$ 69,029	\$ 77,826	\$ 83,382	\$ 85,335
9	\$ 71,436	\$ 80,881	\$ 86,639	\$ 88,663
10	\$ 76,807	\$ 87,302	\$ 93,501	\$ 95,681

1.8 Salary Schedule

- a. Teachers - as per B.1.7 (Salary Grids).
- b. Employees holding a valid BC teaching certificate who are assigned to the duties of speech pathologist, psychologist or occupational therapist shall be paid as a teacher.
- c. Speech pathologists and occupational therapists not holding a valid BC teaching certificate shall be paid on the Category PC(4) scales. Speech pathologists and occupational therapists not holding a valid BC teaching certificate who have obtained their masters degree shall be paid on the Category PB(5) scale.

1.9 Except as otherwise provided, the placement of each teacher upon the schedule shall be in accordance with:

- a. The teacher's qualifications as most recently determined by the Teachers' Qualification Service.
- b. Increments will be recognized as follows:
 - i. Experience for increment purposes shall be accumulated on a full-time equivalent (FTE) basis (i.e. same basis as pensionable service).
 - ii. Eight (8) FTE months of experience credit shall be recognized for one increment credit.
 - iii. Experience credit will not be granted for leaves of more than five (5) days duration unless specifically stated elsewhere in this Agreement.
- c.
 - i. Increment changes will be effective at the beginning of September or January, whichever is applicable.
 - ii. When an increment change is effected, the teacher shall then begin to accumulate toward the next increment.
 - iii. Those employees who have greater than eight (8) FTE months experience in any single school year shall not be eligible to claim more than one year's experience credit for that period of time.
- d. An accumulation of one hundred sixty (160) days of Teacher Teaching on Call teaching in District 69 after January 1, 1991, shall be the equivalent of one (1) year's experience credit.

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- e. Any changes in salary status as a result of this Article shall not be retroactive.
 - i. It shall be the sole responsibility of the teacher at all times to provide their qualifications and experience to the Board. It shall be the responsibility of the teacher to establish their salary with the Board's representative. The Board shall not be required to inquire into the accuracy of such qualifications and experience.
 - ii. After all relevant documentation has been confirmed, the Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
 - iii. In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Superintendent of Schools for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, they may do so using the grievance procedure, as outlined in Article A.6 (Grievance Procedure).

1.10 Recognition of Experience

- a. Teaching and related experience shall be credited for service in:
 - i. government inspected schools,
 - ii. Department of National Defence schools, and
 - iii. a school while on an approved exchange.
- b. Teachers who are employed to teach in fields of Industrial Education, Business Education, Music, Art or Library, with experience in a field outside of teaching equivalent to a Journeyman in the industrial sense and closely related to the above mentioned subjects, may, upon the approval of a committee consisting of an equal number of representatives of the Board and the Association, be credited with not more than five (5) increments in addition to years of teaching experience recognized for salary increments. Such increments shall be valid only while teaching in the field of specialization.
- c. Placement of Specialty Teachers

In addition to anything else provided in this Agreement, a Journeyman Tradesman holding an Instructor's Diploma or Specialty Teacher holding equivalent training will be placed on the Category PC(4) scale. Placement on this scale and determined by Article B.1.10.b and other teaching experience will remain in effect until such time as the academic requirements for Category PC(4) status have been obtained.
- d. Periods of part-time teaching and temporary appointments may be added together for accumulation of years of experience credit. Experience credit shall also be earned for:
 - i. Secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation.
 - ii. Secondment to the Ministry of Education.
 - iii. Secondment to a faculty of education or teacher training institute of a Canadian university or college.
 - iv. Service with Canadian Universities Service Overseas or the Canadian International Development Agency, to a maximum of two (2) years.
 - v. Absence while on a paid leave of absence.
 - vi. Absence while on long term leave of absence or self-funded leave, taken for professional advancement or educational upgrading.
 - vii. Absence while on extended sick leave or leave while on Workers' Compensation Benefits, and,
 - viii. Absence while on short term maternity leave and short term parental leave.

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1.11 Method of Payment

[See Article B.9 (Pay Periods)]

1.12 Part Payments

- a. The daily rate and the formula for calculating the daily rate shall be defined as 1/195 of the current annual salary of the teacher.
- b. A teacher shall be paid 1/10 of their current annual salary in respect of each month in which the teacher works all prescribed school days that month.
- c. Whenever a salary deduction or adjustment is calculated on a daily basis it shall be on the basis of the appropriate daily rate of the teacher's existing annual salary at the time of absence.
- d. For teachers commencing after the first day in the school year their first month's salary shall be calculated for days taught in the month in accordance with the appropriate daily rate. Each subsequent month shall be "on scale" as provided by the salary schedule.
- e. For teachers leaving before the last teaching day in a month, adjustment for days absent in the month shall be made on the basis of the appropriate daily rate.

1.13 Part-time Teachers

- a. Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of their assignment.
- b. Part-time teachers shall be eligible to participate in all benefit plans.

ARTICLE B.2 TTOC PAY AND BENEFITS

- 2.1 The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- 2.2 For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- 2.3 A TTOC 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 they are replacing is entitled to claim.
- 2.4 TTOCs 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.
- 2.5 TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
- 2.6 Rate of Pay:
 - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

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2.7 Pay Periods

- a. The Board shall, at least semi-monthly and not later than eight (8) days after each pay period, pay to each Teacher Teaching on Call all wages earned for that period.

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- b. When a Teacher Teaching on Call participates in a non-instructional day on a teacher's behalf and with the approval of the teacher's administrative officer, that Teacher Teaching on Call shall be paid for that day.

2.8 Teacher Teaching on Call List

- a. The Board shall maintain a list of certificated persons who have been placed on the list of Teachers Teaching on Call. The Board shall forward a copy of such a list to the Association in the month of September, and in each subsequent month in the school year.
- b. Subject to this clause, the Board shall not remove a person from the list of Teachers Teaching on Call during the school year save for just and reasonable cause. A teacher whom the Board intends to remove from the list for the succeeding year shall have the right to an interview with the Superintendent of Schools or designate, at which time substantive reasons for the action shall be given. This meeting shall take place prior to June 1.

2.9 Teacher Teaching on Call Hiring

- a. In appointing Teachers Teaching on Call, the Board shall, pursuant to Section 19 of the *School Act, R.S.B.C. 1996, c.412 with amendments*, select a person on the list qualified for the assignment who possesses a valid BC teaching certificate, in preference to a person not possessing such a certificate.
- b. Where the Board reasonably expects a teacher to be absent for more than twenty (20) working days, the vacancy shall be filled by appointment to a temporary contract. When a Teacher Teaching on Call completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment for increments and seniority purposes only.
- c. The Teacher Teaching on Call initially assigned to a class where the teacher is absent for an indefinite period shall be permitted to continue the assignment until the teacher returns provided that the instructional services of the Teacher Teaching on Call have been satisfactory during that assignment. Nothing shall preclude the assignment being posted as per Article E.20 (Posting Vacant Positions) or as per Article B.2.9.b above.

2.10 Call-out Procedures

- a. In the event that the assignment of a Teacher Teaching on Call is interrupted after five (5) consecutive days by the return of a teacher who is subsequently absent due to illness for one working day or less, the Teacher Teaching on Call shall be reassigned, subject to availability, and the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.
- b. The service of a Teacher Teaching on Call shall not be considered broken by:
 - i. a non-instructional day.
 - ii. a lockout.
 - iii. a statutory holiday.

2.11 Length of Assigned Day

- a. A Teacher Teaching on Call assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
- b. A Teacher Teaching on Call assigned to a school for only half a day and not utilized or utilized for only a portion of the half day shall be paid for a half day.
- c. A Teacher Teaching on Call working more than one half (.5) day but less than one (1) full day shall receive payment in proportion to the time worked. (Time based on five block periods or a five hour day.)
- d. No assignment shall be less than one half (.5) of a day.

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2.12 Availability of Teachers Teaching on Call

- a. Under normal circumstances, a Teacher Teaching on Call shall be provided for all absent employees who have instructional duties whenever a qualified Teacher Teaching on Call is available who can provide appropriate instruction.

2.13 Duties of a Teacher Teaching on Call

- a. A Teacher Teaching on Call is expected to fulfill the duties and responsibilities of the regular teacher who is absent, except in emergencies. Should the Teacher Teaching on Call have a non-teaching period, they must report to the principal or designate, unless the regular teacher has assigned work for that period.

2.14 Teacher Teaching on Call Provisions

- a. Teachers Teaching on Call shall not be subject to any of the provisions of this Agreement other than this Article and any other Article where so specifically stated, except:
 - A.5 Committee Membership
 - A.6 Grievance Procedure
 - A.7 Expedited Arbitration
 - A.31 Picket Line Protection
 - A.34 Staff Orientation
 - B.5 Registered Retirement Savings Plan
 - B.7 Reimbursement for Personal Property Loss
 - B.10 Reimbursement for Mileage & Insurance
 - D.22 Noon Hour Supervision
 - D.23 Other Supervision Duties
 - D.24 Extra-Curricular Activities
 - D.26 Health and Safety
 - D.28 Weather Conditions (provided the Teacher Teaching on Call has been called out prior to the advisory being issued.)
 - E.1 Non-Sexist Environment
 - E.2 Harassment/Sexual Harassment
 - E.25 Personnel Files
 - E.26 School Act Appeals
 - E.27 Public Complaints
 - E.28 No Discrimination
 - E.29 Race Relations
 - E.30 Falsely Accused Employee Assistance
 - F.23 Professional Autonomy

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

[Article B.3 is not applicable in School District 69 (Qualicum)]

ARTICLE B.4 EI REBATE

- 4.1 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.
- 4.2 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

- 5.1 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.
- 5.2 ***[This clause is not applicable in School District 69 (Qualicum)]*** Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
- 5.3 ***[This clause is applicable in School District 69 (Qualicum)]*** The BCTF Plan shall be made available in all districts not included in Article B.5.2.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days’ written notice to the employer.
- 5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- 5.10 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.
- 5.11 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

- 6.1 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.

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- 6.2 In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
- 6.3 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

7.1 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.

7.2 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 their 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

- 8.1 Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
- 8.2 A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
- 8.3 An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
- 8.4 An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- 8.5 Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly

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pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.

- 8.6 Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- 8.7 An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
- 8.8 Interest earned by the Plan in the months of April through August shall be retained by the employer.
- 8.9 The employer shall inform employees of the Plan at the time of hire.
- 8.10 Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

[Article B.9 is not applicable in School District 69 (Qualicum).] [See B.9.4 below].

Local Provisions

- 9.4 Method of Payment
 - a. Teachers shall be paid in ten (10) monthly installments, commencing September, with a mid-month advance of 50% of their net monthly salary.
 - b. The month-end payment shall be made on the last teaching day of the month except in December, in which case the payment shall be paid on December 16 with the advance.
 - c. The advance shall be made on the 16th of each month, commencing in September except where the 16th falls during Spring Break. In such instances, the advance will be paid on the last teaching day before the start of Spring Break.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

- 10.1 ***[PCA Article B.10.1 does not apply in School District No. 69 (Qualicum).]***
[See Article B.10.5.]
- 10.2 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.
- 10.3 The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
- 10.4 ***[PCA B.10.4.a through B.10.4.e and B.10.4.g do not apply in School District 69 (Qualicum).]***
 - f. Should teachers from Lasqueti Island be required to attend meetings called by the Superintendent of Schools, or designate, or other Board business as pre-approved by the Superintendent of Schools, or designate, they shall be reimbursed for travel and costs related to ferry or necessary water taxi transportation.

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

Local Provisions**10.5 Travel Allowance**

Teachers who are required to use their personal vehicles in order to carry out their regular duties or other Board business shall be reimbursed at the rate provided by Board policy from time to time, which shall be established after consultation with the Association. This includes travel between work sites as required on a regular basis. All such travel shall have prior approval of the Superintendent of Schools or their designate.

ARTICLE B.11 BENEFITS

- 11.1 The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No.9.
- 11.2 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.
- 11.3 Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.
- 11.4 The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

Local Provisions**GENERAL BENEFITS**

- 11.5 The Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
- 11.6 The Board shall advise all employees, including Teachers Teaching on Call, of their obligation/eligibility for contribution to the Teachers' Pension Plan (or Municipal Superannuation Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission upon completion of the appropriate authorization forms.
- 11.7 The Board shall ensure that benefits begin from the starting date of employment or the first of the month following the starting date of employment, whichever is applicable.
- 11.8 Effective November 1993, the Board shall provide to each teacher, an annual summary of benefits provided through the Medical Services Plan, Extended Health, Group Life and Dental Plans, by which the teacher and any dependents are covered.
- 11.9 On request a teacher will be provided:
 - a. any available pamphlets or brochures describing the health and welfare benefits set out in this Agreement;
 - b. assistance in obtaining the necessary forms required to claim a health and welfare benefit provided for in this Agreement.

BENEFITS COVERAGE**11.10 Medical Services**

The Board shall pay 50% of the annual premium of each teacher covered by the Medical Services Plan of British Columbia.

11.11 Extended Health Care Plan

The Board shall pay 100% of the premium cost of the Provincial Extended Health Benefit Plan for each teacher employed by the Board.

11.12 Dental Plan

- a. A Dental Plan shall include the following:
 - i. Prosthetic appliances, Crown and Bridge procedures.
 - ii. Basic Dental Services including diagnostic, preventative, surgical, restorative, prosthetic, endodontics and peritonitis services.
 - iii. Orthodontics.
- b. The Board shall pay 80% of the premium cost of the Dental Care Plan for each teacher employed by the Board. The Board agrees to consult on a change of carrier. The plan will include the following coverage:
 - i. 100% of Plan "A" basic service
 - ii. 60% of Plan "B" prosthetic appliance, crown and bridge
 - iii. 60% of Plan "C" orthodontics, with a \$3,000 lifetime limit. Effective July 1, 2015, 75 % of Plan "C" orthodontics, with a \$5,000 lifetime limit as per the provincial minimums.
- c. Teachers not enrolling in the plan when first eligible, or who withdraw from the plan, shall not be eligible to join at a later date unless:
 - i. They have been covered on another acceptable plan and lose their eligibility under that plan, or
 - ii. They submit written evidence from their dentist certifying that they and their dependents do not require basic dental service, prosthetics, crown and bridge procedures, or orthodontics work. Where a teacher provides this certification a six months waiting period shall apply from the first day of the month following that on which the certificate is filed with the Board. During this six month period, premiums will be shared by the Board and the teacher, but no work during this six month period shall be paid for by the Plan.
- d. Enrolment in the Plan shall be a condition of employment except for teachers employed by the Board as at January 1, 1982 so long as that employment is continuous and uninterrupted.
- e. Coverage shall be continued for teachers on leave with the same premium sharing.
- f. The Dental Plan shall specify that:
 - i. A dependent spouse includes but is not limited to a spouse recognized by common law.
 - ii. Parents or grandparents are not considered eligible as dependents.
 - iii. Where a teacher and spouse are both employed by the Board, only one need be enrolled, and the other may be a dependent.
- g. The rate classification shall be:
 - i. Single
 - ii. Married
 - iii. Family

11.13 Group Life Insurance

The Board shall pay the premium for group life insurance. Such coverage shall be equal to or better than the Great West Life Insurance Plan (B) co-sponsored by the BCTF and the BCSTA - additional benefits provided to be those specified in the agreed upon policy submitted by the National Life Insurance Company dated 1992.

Membership in the plan is a condition of employment.

11.14 Optional Life Insurance

- a. Premiums will be paid fully by the participating teachers.
- b. The Board will deduct and remit the monthly premium.

11.15 Benefits While on Leave of Absence

- a. Benefit coverage, as provided for in this Agreement, shall continue for employees on short term maternity leave and short term parental leave.
- b. Unpaid leaves of absence in excess of one (1) month including leaves while employees are on a BCTF Salary Indemnity Plan (other than leaves covered by Article B.11.15.a) shall be without benefits; except that the employees may elect to continue their benefits on the condition that the Board is reimbursed the total cost of the benefits. (Exception on dental according to Article B.11.12.d)

11.16 Benefit Plan Information and Changes**[Not applicable to the Provincial Extended Health Benefit Plan. See Article B.11.2.]**

The Board shall provide the Association with a copy of all master teacher benefit plans and shall annually provide the Association with those financial/actuarial statements for teacher benefit plans received by the Board.

11.17 Salary Indemnity Plan

The teacher shall pay the annual premium of their own coverage under the BCTF Salary Indemnity Plan. Membership is a condition of employment for all eligible teachers entering the employ of the Board.

11.18 Employee and Family Assistance Plan

- a. All eligible teachers shall, as a condition of employment, be enrolled in the Employee and Family Assistance Program (EFAP).
- b. The portion of the annual fee for services provided to teachers shall be shared equally between the Board and eligible teachers. The teachers' portion shall be deducted on a monthly basis.

ARTICLE B.12 CATEGORY 5+**12.1 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.

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12.2 Criteria for Category 5+

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

12.3 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.

12.4 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.13 BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES

1. Effective July 1, 2020 each Board of Education shall pay, upon proof of receipt, fees required for annual Professional Certification required to be held for employment by School Psychologists and Speech Language Pathologists.

ARTICLE B.20 SPECIAL SALARY ALLOWANCES

- 20.1 Head teachers' allowances shall be 27.5% of the principal's allowance.

- 20.2 When one teacher teaches in a one-room school, an annual allowance will be paid as follows:

Date	One Room School
Effective July 1, 2019	\$ 377.48
Effective July 1, 2020	\$ 385.03
Effective July 1, 2021	\$ 392.73

- 20.3 Teachers who teach at False Bay School shall receive a special allowance per full-time equivalent teaching assignment in each school year as follows:

Date	Special Allowance False Bay School
Effective July 1, 2019	\$ 513.39
Effective July 1, 2020	\$ 523.65
Effective July 1, 2021	\$ 534.13

SECTION B**20.4 Letters of Permission**

- a. The Board shall inform the Association in writing of its intention to apply for a Letter of Permission. The Association shall be provided with the names and qualifications of all applicants for the position prior to the application for a Letter of Permission.
- b. Persons hired in the district on a Letter of Permission shall be paid on the scales indicated in Article B.1.7 (Salary) in accordance with the number of successfully completed years a teacher has gained at university, less one (1) year, but not exceeding Category PB(5) maximum.
- c. Teaching experience will be recognized in accordance with Article B.1.10 (Recognition of Experience).

20.5 Designated Teacher In Charge

A teacher assigned the responsibilities of an administrator on a replacement basis during the absence of the regular incumbent for periods from one-half (1/2) day up to one (1) week will receive an allowance known as the "Designated Teacher In Charge Allowance". A Teacher Teaching on Call will be provided if required.

Allowance	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
BSS	\$ 115.52	\$ 117.83	\$ 120.18
KSS	\$ 115.52	\$ 117.83	\$ 120.18
OES	\$ 77.00	\$ 78.54	\$ 80.11
QBES	\$ 77.00	\$ 78.54	\$ 80.11
SES	\$ 77.00	\$ 78.54	\$ 80.11
AES	\$ 64.17	\$ 65.45	\$ 66.76
BES	\$ 64.17	\$ 65.45	\$ 66.76
EES	\$ 64.17	\$ 65.45	\$ 66.76
FBS	\$ 64.17	\$ 65.45	\$ 66.76
NBES	\$ 64.17	\$ 65.45	\$ 66.76
CEAP	\$ 64.17	\$ 65.45	\$ 66.76
PASS/Woodwinds	\$ 64.17	\$ 65.45	\$ 66.76

20.6 Coordinator's Allowance

- a. The annual allowance has been increased by the same percentage as the percentage increase applied to the salary grid and shall be:

Date	Coordinator Allowance
Effective July 1, 2019	\$ 5,506.74
Effective July 1, 2020	\$ 5,616.87
Effective July 1, 2021	\$ 5,729.21

- b. Part-time coordinators shall be paid proportionately.

ARTICLE B.21 FIRST AID

- 21.1 a. The Board shall pay an allowance per annum to a teacher holding a valid industrial first aid certificate who is designated as the first aid attendant in a school that requires such certificate in accordance with the Workers' Compensation Board Regulations.

Date	First Aid
Effective July 1, 2019	\$ 641.73
Effective July 1, 2020	\$ 654.57
Effective July 1, 2021	\$ 667.66

- b. The course fees related to training shall be paid by the Board with prior approval of the Superintendent of Schools or designate.
- c. The Superintendent of Schools or designate shall provide release time with pay for a designated teacher to participate in authorized first aid training.

ARTICLE B.22 SURVIVOR BENEFITS

- 22.1 In the event of the death of a teacher, the Board shall pay one (1) month's salary to the beneficiary of the deceased, or to the estate. This payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the Board.

ARTICLE B.23 EARLY RETIREMENT INCENTIVE PLAN

- 23.1 The Board will pay an allowance to teachers who resign from the school district (and/or retire under the Teachers' Pension Plan) before reaching age sixty-five (65), subject to the following conditions:

The teacher must:

- a. be age fifty-five (55) or over;
- b. be on the maximum step of the salary scale;
- c. retire from teaching in this district; and
- d. have served this school district for a minimum of ten (10) FTE years, the last two having been in continuous service.

- 23.2 The allowance will be paid in one or more annual installments as requested by the teacher and will be calculated as a percentage of the teacher's salary scale, exclusive of allowance, in the following amounts:

<u>Age in Month of Retirement</u>	<u>Percentage of Annual Salary</u>
60 and under	100%
61	80%
62	60%
63	40%
64	20%

- 23.3 Part-time teachers will receive the allowance pro-rata to the percentage of time actually worked averaged over the last five (5) years of service prior to retirement.

- 23.4 The Board will also pay the full cost of the following fringe benefits, if applicable, to age sixty-five (65) or for five (5) years after retirement or until death, whichever is earlier:

- a. Dental,
- b. Extended health benefits.

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- 23.5 The Board will encourage individuals to seek investment and income tax counselling to ensure receipt of payment in the most advantageous manner.
- 23.6 The Board will grant early retirement for up to three (3) teachers per year entering the plan. In the event of more than three applications, the length of aggregate service will determine eligibility. The age of the applicants shall be the second determining factor in the event of a tie.
- 23.7 Applications must be submitted in writing to the Superintendent of Schools prior to September 30th for retirement in that school year.

SECTION C – EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

- 1.1 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.
- 1.2 The employer shall provide the local with a copy of any notice of resignation when it is received.

ARTICLE C.2 SENIORITY

- 2.1 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.
- 2.2 Porting Seniority
 - a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
 - 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.
- 2.3 Teacher Teaching on Call (TTOC)
 - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a TTOC shall be credited:
 1. one half (1/2) day for up to one half (1/2) day worked;
 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.

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- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.
- 2.4 An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
- 2.5 No employee shall accumulate more than one (1) year of seniority credit in any school year.

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2.6 Interpretation

- a. Seniority means a continuing employee's length of aggregate service in the employment of the Board under continuing and temporary appointment. Part-time service of .5 or more will be credited as if it were full-time. Less than .5 service will be credited as .5 service.
- b. In addition to the provisions of Article C.2.6.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher Teaching on Call seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. 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.
- c. For the purposes of this Article, leaves of absence in excess of one (1) month shall not count towards aggregate length of service with the Board, except:
 - i. Maternity leave/Short Term Parental leave;
 - ii. Leave for duties with the Association or the BCTF;
 - iii. Secondment to the Ministry of Education, a faculty of education or pursuant to a recognized teacher exchange program;
 - iv. Long term illness;
 - v. Leave for teaching with the Department of National Defence or Canadian Universities Service Overseas detached duty;
 - vi. Parenthood leave;
 - vii. Leave for elected office at the provincial or federal level;
 - viii. Leave of Absence Incentive Plan when used for professional purposes;
 - ix. Compassionate Care Leave.
- d. When the seniority of two (2) or more continuing employees is equal pursuant to Articles C.2.6.a and C.2.6.b, the teacher with the greatest continuous present service with the Board shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more continuing employees is equal pursuant to Article C.2.6.d, the teacher with the earliest date of the Superintendent of Schools' inter-office memorandum of appointment shall be deemed to have the greatest seniority.
- f.
 - i. When the seniority of two (2) or more continuing employees is equal pursuant to Articles C.2.6.d and C.2.6.e the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement, shall be deemed to have the greatest seniority.
 - ii. When the seniority of two (2) or more continuing employees is equal pursuant to Articles C.2.6.d, C.2.6.c and C.2.6.f.i, the teacher possessing a valid BC teaching certificate with the earliest date of issue shall be deemed to have the greatest seniority.
- g. For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by recall within a period of three (3) years, or by layoff and recall pursuant to this Article.

ARTICLE C.3 EVALUATION

- 3.1 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 TTOC EMPLOYMENT

4.1 Experience Credit

- a. For the purpose of this article, a teacher teaching on call (TTOC) 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.

4.2 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 DISMISSAL AND DISCIPLINE FOR MISCONDUCT: JUST AND REASONABLE CAUSE

- 20.1 The Board shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.
- 20.2 Where a teacher is under investigation by the Board for any cause, the teacher and the Association shall be advised in writing of that fact and of the allegations, all without unnecessary delay, subject to any exceptions established in law at such time or so as not to prejudice an investigation into the matter. In any event the teacher and the Association will be advised without further delay before any action is taken by the Board. The teacher shall be advised of the right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
- 20.3 Unless the teacher and the Association waive the right to such a meeting the Board shall not suspend (other than a suspension to which Section 15.5 of the *School Act, R.S.B.C. 1996, c.412 with amendments* 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 teacher entitled to be present, in respect of which:
- a. the teacher and the Association shall be given at least seventy-two (72) hours notice;
 - b. at the time such notice is given to the teacher and the Association a statement in writing of the grounds for the contemplated action and all evidentiary documents that are intended to be considered at the meeting shall be given to the teacher and the Association. If further relevant information becomes available within the seventy-two (72) hour period, this information shall be communicated forthwith to the teacher and the Association prior to the meeting;
 - c. the Association on behalf of the teacher may file a written reply to the allegations prior to the meeting;
 - d. the teacher and/or their representative may attend the meeting and shall be entitled to receive copies of all evidentiary documents placed before the Board, to hear all the submissions presented to the Board, and to ask questions. The teacher and/or their representative may make written or verbal submissions during the meeting. Any written summary prepared by either party shall be tabled at the meeting;
 - e. the decision of the Board shall be communicated in writing to the teacher and the Association and shall set out the grounds for the Board's decision;

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- f. at any time up to the conclusion of the meeting referred to in Article C.20.4, the teacher or the Superintendent of Schools shall be granted on request a delay of the process for up to a maximum of seven (7) days. Accordingly, the parties shall also agree to extend the suspension, if imposed, to the date of notification of the teacher of the Board's decision.
- 20.4 Where a teacher is suspended under Section 15.5 of the *School Act, R.S.B.C. 1996, c.412 with amendments*, the Board shall, prior to taking further action under Section 15.7 of the *School Act, R.S.B.C. 1996, c.412 with amendments*, hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Association.
- 20.5 Neither the Board nor the Association shall release to the media or the public, information in respect of the discipline or dismissal of a teacher except by joint agreement or by joint release agreed upon by the Board and the Association.
- 20.6 Notwithstanding Article A.6 (Grievance Procedure), where a teacher has been dismissed and the Association has decided to grieve the dismissal, it may be referred directly to arbitration provided for in the Article.
- 20.7 Whenever a teacher is formally disciplined by the Board or representative of the Board, other than by suspension or dismissal (to which Article C.20.3 applies), the Association shall receive a copy of the documentation. The Association may refer such disciplinary action to Step 2 of Article A.6 (Grievance Procedure). The Association may refer any disciplinary action by the Board directly to arbitration pursuant to Article A.6.7.
- 20.8 At an arbitration in respect of the discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at the time it was placed on file.
- 20.9 Where a Board investigation finds a teacher free of blame of the grounds for action under this Article, the teacher shall be reinstated without loss of pay.

ARTICLE C.21 PROCEDURES WHERE DISMISSAL IS BASED ON PERFORMANCE

- 21.1 The Board may dismiss a teacher on the basis of less than satisfactory teaching performance where the Board has received at least three (3) reports prepared in accordance with Article E.24 (Evaluation of Teaching), each indicating less than satisfactory performance or two (2) reports in the case of teachers who are in their first eight (8) months of employment with the Board.
 - a.
 - i. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months and not less than four (4) or more than eight (8) months when two (2) reports are required for dismissal.
 - ii. Absences on sick leave or other leaves of absence shall not be included in the calculation of the period referred to in this section.
 - iii. Where a teacher is absent on sick leave or other leave for greater than one (1) month, any subsequent evaluation or continuation of an evaluation which has already commenced, will not occur for at least one (1) month, or at least two (2) months if the absence is greater than six (6) months, or at least three (3) months if the absence is greater than one (1) year. Such a period shall not be included in the calculation of the period referred to in this Article C.21.1.a.i.
 - iv. The reports referred to in paragraph (a) shall have been prepared in accordance with the process established in Article E.24.5 (Evaluation of Teaching) of this Agreement.
 - b. At least one of the reports shall be a report of the Superintendent of Schools or the Assistant Superintendent of Schools.

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- c. The other report(s) shall include reports of:
 - i. the Superintendent of Schools, or the Assistant Superintendent of Schools;
 - ii. the Director of Instruction;
 - iii. the Principal of the school to which the teacher is assigned;
 - iv. the Principal of another school within the district which is the same level as the school in which the teacher is assigned.
- 21.2 The reports shall be written by two different evaluators. Where three (3) reports are required, the third report shall be prepared by a third evaluator if requested by the teacher.
- 21.3 The report writers shall not collaborate in writing any report.
- 21.4 Where a teacher receives a less than satisfactory report, the teacher:
 - a. may 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. may, when three (3) reports are required for the dismissal of the teacher, request and shall be granted leave of absence for a period to be approved by the Board and not to exceed one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than two (2) months nor more than six (6) months after the teacher has returned to teaching duties. In the request for leave, the teacher shall outline the course of study they intend to embark upon, indicating the institution(s) where the study may be taken as well as the expected time frame.
- 21.5 Where the Board intends to dismiss a teacher on the grounds of less than satisfactory teaching performance, it shall, no later than two (2) calendar months prior to the notice of dismissal, give the teacher and the president of the Association written notice of its intention and shall set a time for a meeting within fourteen (14) days of the issue of notice or intention at which time the teacher and their representative shall have the opportunity to meet with the Superintendent of Schools and the Board.
- 21.6 Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to this Article, it shall, issue a notice of dismissal of at least one (1) month, setting out the grounds for such action.

ARTICLE C.22 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

- 22.1 By April 1st a teacher with a continuing full-time appointment to the teaching staff of the district may, without prejudice to that appointment, request in writing a part-time assignment for the following year, specifying the fraction of time requested, and the length of time for which the part-time assignment or part-year assignment is requested. The needs of the district are of prime consideration in determining part-time assignments and such requests shall not be unreasonably denied.
- 22.2 When the request under Article C.22.1 is granted by the Board, the teacher shall be on leave of absence status in respect of the balance of the full-time appointment and shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date by agreement with the Superintendent of Schools, if reasonable written notice of request for an earlier return has been given. The teacher may apply for an extension to the period of part-time teaching by written request to the Superintendent of Schools by April 1st for the following school year.
- 22.3 A teacher with a continuing part-time appointment may, without prejudice to that appointment, apply for an additional part-time appointment for a specified fraction of time.
- 22.4 Part-time teachers shall receive salary and benefits according to Article B.1 (Salary).

ARTICLE C.23 SHARED ASSIGNMENTS

- 23.1 All teachers may apply for shared assignments by April 1st for the following school year. The needs of the district are of prime consideration in determining shared assignments and such requests shall not be unreasonably denied.
- 23.2 Teachers employed by the Board may jointly request a specified job-sharing assignment in respect of a single position. Where the request is granted:
- a. salary shall be pro-rated according to the percentage of time worked by each teacher;
 - b. the Board shall pay the benefit contributions provided in Article B.11 (Benefits) as if both teachers were full-time teachers;
 - c. when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work upon ratification of this Agreement; and
 - d. each teacher is considered for all other purposes to be on leave of absence with respect to the time not worked.
- 23.3 All proposed shared assignments will be detailed in writing by the respective teachers. All proposals should provide details on preparation time, supervision, appropriate organization of students, pupil evaluation, and on sharing of statutory holidays and professional development days.
- 23.4 Teachers shall be informed of the implications of a shared assignment as it affects: tenure, benefits/compensation, seniority/job security, pensions and employee evaluation.
- 23.5 Upon completion of the shared assignment, the teacher(s) shall be entitled to return to the percentage assignment time held prior to the shared assignment, unless an additional term is negotiated by, and acceptable to, all parties.
- 23.6 Any additional term shall be negotiated and approved at least two (2) school months before expiration of the current term.

ARTICLE C.24 EMPLOYMENT ON A CONTINUING CONTRACT

- 24.1 All teachers appointed by the Board to the staff of the district shall be appointed on a continuing appointment of employment except for:
- a. temporary appointments made in accordance with this Agreement.
 - b. Teachers Teaching on Call.

ARTICLE C.25 TEMPORARY APPOINTMENTS

- 25.1 The Board may make temporary appointments for positions of twenty (20) school days or longer up to a maximum of ten (10) school months within one school year.
- 25.2 Temporary positions must be posted pursuant to Articles E.20.3 and E.20.7 (Posting Vacant Positions) and filled pursuant to Article C.25.3 below.
- 25.3 Vacancies occurring pursuant to Article C.25.1 shall first be offered to teachers on the recall list pursuant to Article C.26.7.f (Layoff-Recall-Severance) and then consideration shall be given to any other applicants.
- 25.4 The Board agrees to provide the Association with a monthly list of all temporary teachers and the positions they hold.

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- 25.5 A teacher who has been employed by the Board on a temporary appointment for at least four (4) FTE continuous months and an aggregate of ten (10) FTE months and who is re-appointed to a position in a second or subsequent school year in the district shall be granted a continuing appointment.
- 25.6 The calculation of employment with the Board for the purposes of this Article shall commence July 1, 1988.

ARTICLE C.26 LAYOFF – RECALL - SEVERANCE

- 26.1 Where the Board considers that it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this Article. Nothing in this Article is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel pursuant to this Agreement or the *School Act, R.S.B.C. 1996, c.412 with amendments*.

26.2 Basic Principle

The Board and the Association agree that the increase in length of service and the employment of the Board entitles a continuing teacher to commensurate increase in security of teaching employment provided the teacher possesses the necessary qualifications.

26.3 Interpretation

a. Loss of Seniority

A continuing teacher shall maintain seniority for twenty-seven (27) calendar months from the date of layoff except when terminated for cause.

b. Layoff

A layoff occurs when the service of a continuing teacher is no longer required and a continuing teacher elects to remain on the recall list.

c. Termination of Employment

Employment of a continuing teacher shall be terminated through resignation or discharge for cause or when the severance pay option pursuant to this Article is exercised by the teacher or when the teacher's re-engagement period expires.

d. Severance Pay

Severance pay for the purposes of this Article is compensation awarded at the time of a continuing teacher's termination of employment relative to the teacher's length of service with the Board.

26.4 Definition of Qualifications

- a. In this Article, "necessary qualifications" in respect of a teaching position, means a reasonable expectation, based on the certification, training, education, and experience of a teacher that the teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- b. Should any question arise as to whether a teacher has or does not have the necessary qualifications for a particular teaching position, the question may be grieved in accordance with Step 2 of the Grievance Procedure (Article A.6).

26.5 Termination and Layoff Procedures

- a. Continuing teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided they possess the necessary qualifications for the positions available.

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- b. The Board's right to transfer a teacher in relation to this Article shall not be subject to any other provisions of this Agreement.
- c. The Board shall give each teacher it intends to layoff pursuant to this Article at least thirty (30) days notice in writing, if such notice is effective at the end of December and at least sixty (60) days if such notice is effective at the end of June, and to contain the reasons for the layoff. A copy of each letter shall be sent to the Association.

26.6 The Board shall maintain a recall list. Copies of that list will be sent to the Association at least twice a year, once by October 15th and once by February 14th.

26.7 Teachers' Rights of Re-Engagement

- a. When a temporary position on the teaching staff of the district becomes available, the Board shall inform those on the recall list. The Board shall first offer the position to the continuing teacher who has the most seniority on the recall list pursuant to this Article and who has applied for the posted position, provided that teacher possesses the necessary qualifications for the available position. When positions pursuant to Article E.20 (Posting Vacant Positions) are available, the Board shall inform those on the recall list of the available positions so that they may apply for any positions of their choosing. Teachers on the recall list who apply for posted positions are entitled to be placed in accordance with Article E.21 (Filling Vacant Positions).
- b. Teachers on the recall list will be responsible for advising the Director of Human Resources or designate, in writing, of any changes in address, telephone number, or qualifications to ensure they are considered for vacancies which might arise. Offers under this Article shall be deemed to be received on the date they are delivered verbally or in writing by letter or email.
- c. A continuing teacher who is offered recall pursuant to Article C.26.7.b shall inform the Board whether or not the offer is accepted within forty-eight (48) hours of the confirmed receipt of such offer.
- d. The Board shall allow a maximum of thirty (30) days from the acceptance of the offer of a continuing appointment for the teacher to commence teaching duties.
- e. A continuing teacher's right to recall is lost in the following circumstances:
 - i. If the teacher elects to receive severance pay;
 - ii. If twenty-seven (27) calendar months have elapsed from the date of layoff;
 - iii. Where the loss of the right of recall occurs in which case the teacher's employment shall be deemed to have been terminated. (The teacher's layoff in such circumstances shall be confirmed in writing.)
- f. Continuing teachers on the recall list may be appointed to temporary assignments without jeopardizing their right to recall otherwise contained in this Article.
- g. Upon recall a continuing teacher shall be entitled to a continuing appointment on the teaching staff of the district if the teacher held a continuing appointment at the time of layoff.

26.8 Seniority List

The Board shall, by October 15th of each year, forward to the Association a list of all continuing teachers employed by the Board in order of seniority as of September 1st of that year. The Board agrees to provide the Association with copies of all letters of transfer, appointment, and layoff.

26.9 Benefits

- a. A teacher who retains the right of recall pursuant to this Article shall be entitled, if otherwise eligible, to maintain participation and all benefits in this Agreement by payment of the full cost of the benefit to the Board.
- b. A teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the day of layoff.

26.10 Severance Pay

- a. A teacher who has one or more years of continuous employment with the Board and who has been laid off from continuous employment, may elect to receive severance pay at any time before the teacher's right to recall is lost.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary, for each year's service to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- c. A continuing teacher who receives severance pay pursuant to this Article and who notwithstanding Article C.26.7.a is subsequently rehired by the Board, shall retain any payment made under the terms of this Article, and such a case, for purposes only of Article C.26.10.b, the teacher's service shall commence with the date of such hiring.

26.11 In the selection of teachers for layoff and for purposes of recall, a part- time teacher who is senior to another teacher shall be retained:

- a. if the junior teacher's position is of the same percentage of time;
- b. if the junior teacher's position is of a lesser percentage of time and the senior teacher elects to claim it;
- c. if the junior teacher's position is of a greater percentage of time, if the senior teacher elects, providing the percentage of time claimed is no more than .2 FTE greater than the position from which the senior teacher was laid off;
- d. in cases where the position claimed is more than .2 FTE greater than the position from which the senior teacher was laid off the senior teacher may claim the percentage of time to which they were formerly appointed and the junior teacher may retain the balance of the assignment provided that the employees apply for and are granted a shared assignment under Article C.23 (Shared Assignments). Such application must be made within fifteen (15) days of receipt of notice of layoff.

SECTION D – WORKING AND LEARNING CONDITIONS

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

Note: This table is a summary of the K-3 class size limits and is provided for reference only. The parties must refer to the language in full when applying the collective agreement. In particular, parties should review Letter of Understanding No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language ("LOU No. 12") Class Size provisions – paragraphs 6 – 9.

Grade	Class Size Limits	Source of Class Size
Kindergarten	Shall not exceed 20 students	LOU No. 12
Grade 1	Shall not exceed 22 students	LOU No. 12
Grade 2	Shall not exceed 22 students	LOU No. 12
Grade 3	Shall not exceed 22 students	LOU No. 12

The parties recognize that the achievement and maintenance of reasonable class size is in keeping with their desire to maximize the learning experiences of all students in the school district. The parties also recognize that flexibility in student grouping is necessary, desirable and will occur at the school level.

1.1 (a) The Board accepts the following goals for class size maxima:

Elementary:

Multi-year intermediate 27

Intermediate 29

[Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits a combined 3/4 class to 24 students.]

Middle:

Multi-year intermediate 27

Other intermediate 29

Secondary:

Combined classes 27

Intermediate 29

Graduation 29

(b) Special Education (Function 3) and Learning Assistance groupings will be at currently recognized district levels.

(c) Where safety is a factor, the number of students in a laboratory, shop or other specialized class shall not exceed the number for which the facility is designed.

1.2 The goals may be exceeded by up to two (2) students after consultation with the affected teacher(s).

1.3 Notwithstanding the above a teacher who is concerned that the physical environment, composition or class size of their class seriously affects normal expectations for student learning, or where safety is a factor, has the responsibility to bring those concerns to the attention of the principal of the school.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local Language**Mainstreaming/Integration**

For the purpose of this Article, an exceptional student means: moderately mentally handicapped, severely and profoundly mentally handicapped, physically handicapped, visually impaired, hearing impaired, autistic, severe learning disabled, mildly mentally handicapped, severe behaviour, or dependent handicapped as determined by the Superintendent of Schools or designate. The definitions for these categories shall be as prescribed by the Ministry of Education.

- 2.1 Receiving teachers shall be advised as early as possible when exceptional students are to be placed in their class or classes in order that consultation can take place with the school-based team. Where possible, the advice and consultation shall occur prior to the student placement. The school-based team may include the classroom teacher(s), Administrative Officer(s), Director of Instruction, auxiliary professional personnel, the parents and/or the student(s) (where applicable) and other appropriate personnel.
- 2.2 After consultation and with the approval of the Director of Instruction, teachers shall receive appropriate in-service training to assist with educational programming of identified exceptional students.
- 2.3 Release time for such in-service training or professional development, funded by the Board, shall be arranged at least concurrent with the placement of a student with exceptional needs subject to the approval of the Director of Instruction.
- 2.4 Where such in-service training or professional development is initiated by the Board for the months of July or August, the teacher shall be paid at the rate of 1/195 of annual salary for each day of such training.
- 2.5 The school-based team in each school shall be allocated resources to arrange, periodically, during a school year, for time free from instructional duties for teachers of integrated exceptional students. This time shall be used to evaluate program effectiveness and to confer with teacher assistants, other teachers, case managers, District personnel, itinerant teachers and others concerning the exceptional students.
- 2.6 Individual Educational Plans for exceptional students shall be written by the assigned program manager after consultation with the classroom teacher(s), principal, parents, and other appropriate personnel.
- 2.7 The school-based team shall review the needs of the exceptional students assigned to the school. It shall determine appropriate placements within the school based on current numbers of exceptional students integrated into each regular classroom and based on other educational considerations.
- 2.8 An Administrative Officer and the classroom teacher(s) shall establish clear procedures for the carrying out of fire and earthquake drills that expedite the evacuation and care of exceptional students. When there is sufficient time to do so, the procedures shall be established prior to the introduction of the exceptional students into regular classrooms.

Class Composition

- 2.9 The Board and the Association recognize that the composition of a class may seriously affect normal expectations for student learning.
- 2.10 Where teachers determine that there are students in their classes who seriously affect normal expectations for student learning in the classroom, teachers may refer such students to the school-based team as defined in Article D.2.1 – D.2.8 (Mainstreaming/Integration).

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- 2.11 The school-based team, together with the classroom teacher, shall meet to consider the referral.
- 2.12 The school-based team may do any of the following:
- (a) recommend educational program modifications for the student;
 - (b) direct a further assessment of the student;
 - (c) make an alternate placement when there is an appropriate alternate placement available within the school for the student;
 - (d) recommend to the Director of Instruction that teacher assistant time be provided;
 - (e) provide for time free from instruction for the teacher and other school-based personnel subject to the resources available to it to facilitate ongoing assessment and consultations; and
 - (f) other suggestions or assistance it may consider to be appropriate in the circumstances.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

Note: This table is a summary of the provincial non-enrolling teacher staffing ratios and is provided for reference only. The parties must refer to Letter of Understanding No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language ("LOU No. 12") in full when applying the ratios.

Where the ratio below is from a source other than LOU No. 12, it is a lower ratio and has replaced the ratio in LOU No. 12.

Position	Ratio	Source of ratio
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:35 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4 PREPARATION TIME

[Article D.4.1 through D.4.3 do not apply in School District 69 (Qualicum)] [See Local Article D.4.4 below.]

- 4.4 Each FTE classroom teacher shall receive a minimum of two (2) hours of preparation time per week. Preparation time may be averaged over the length of a school year.
- 4.5 Teachers with a half-time (.5) or greater classroom teaching assignment shall be entitled to preparation time on a pro-rata basis.
- 4.6 Preparation time for non-classroom teachers is implicit in their assignment, on the same basis as a classroom teacher, and should be scheduled in consultation with the principal.
- 4.7 The Board shall provide all First Year Primary teachers with a recess break on the same basis as other teachers in the school.

ARTICLE D.5 MIDDLE SCHOOLS

[Article D.5 is not applicable in School District 69 (Qualicum)]

[See Local Article D.21 (Duration of the School Day)]

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

- 3.1 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*.
- 3.2 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.
- 3.3 The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
- 3.4 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.6.6 below for final and binding resolution.
- 3.5 The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- 3.6 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.
- 3.7 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.
- 3.8 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.20 REGULAR WORK YEAR

- 20.1 The annual salary established for teachers covered by this Agreement shall be payable in respect of the regular work year. 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. If the last Friday in June falls on or before June 25, the regular work year will end on June 30.
- 20.2 The first day of Winter Break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Saturday or Sunday, then school shall reopen on the following Tuesday.
- 20.3 The first day of Spring Break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school will reopen on the Wednesday following the fourth Monday in March.
- 20.4 The regular work year for teachers covered by this Agreement shall include:
- a. a minimum of four professional development days as provided for in Article F.21 (Professional Development).
 - b. a minimum of one (1) day for parent/student/teacher conferences, such day or two (2) half (0.5) days to be determined by the staff committee in each school;
 - c. one (1) hour on not more than four (4) instructional days for the purpose of facilitating parent-teacher interviews, such time to be determined by the staff committee in each school.
 - d. one (1) year end administration day which shall be the last day in the regular work year during which no teacher shall be required to offer instruction.
- 20.5 Teacher of Primary 1 (kindergarten) students shall be provided five (5) consecutive instructional days after the opening for phased-in Primary 1. The co-ordination of such shall be subject to approval of the administrative officer.
- 20.6 A teacher who is requested in writing by the Superintendent of Schools or designate to work beyond the regular work year and who agrees to such employment shall be paid at the rate of 1/195 of their annual salary entitlement for each day worked.
- 20.7 At the time of the request and agreement to work the teacher may elect to take compensatory time in lieu of salary. The scheduling of compensatory time shall be determined by the teacher in consultation with the Superintendent of Schools or designate.
- 20.8 Nothing in this Article shall preclude the voluntary acceptance of special or extraordinary assignments not normally a teaching function, without compensation, during times that school is not normally in session.

ARTICLE D.21 DURATION OF THE SCHOOL DAY

- 21.1 Each full-time elementary teacher's regular weekly assignment shall not exceed twenty-three (23) hours and forty-five (45) minutes of instructional time inclusive of preparation time as provided for in Article D.4 (Preparation Time).
- 21.2 Each full-time middle teacher's regular weekly assignment shall not exceed twenty-four (24) hours and twenty-five (25) minutes of instructional time inclusive of preparation time as provided for in Article D.4 (Preparation Time).
- 21.3 Each full-time secondary teacher's regular weekly assignment shall not exceed twenty-five (25) hours and forty-five (45) minutes of instructional time inclusive of preparation time as provided for in Article D.4 (Preparation Time).

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- 21.4 Each part-time teacher's regular weekly assignment of instructional time shall be pro-rated from the limits outlined in Articles D.21.1, D.21.2 and D.21.3 above.
- 21.5 No teacher shall be required to offer instruction beyond an interval of six and one-half (6.5) consecutive hours inclusive of:
- a regular noon intermission;
 - recess;
 - homeroom;
 - preparation time as provided in Article D.4 (Preparation Time); and
 - time for students to change classrooms.
- 21.6 In exceptional circumstances, such as Band or Music programs or accommodation problems or innovative organizational patterns (e.g. extended days), this Article shall not prohibit teachers from voluntarily accepting assignments outside the constraints of Article D.21.5 above. Otherwise, hours of instruction shall be consecutive for full-time teachers.
- 21.7 For the purposes of this Agreement, any change in the definition of "instructional time" mandated by the Ministry of Education shall be treated as a legislative change and Article A.9 (Legislative Change) applies.
- 21.8 A school staff may agree, with the approval of the Superintendent of Schools, to extend the length of the school day in order to have early dismissal day(s) for teachers and students during the regular work year.

ARTICLE D.22 NOON HOUR SUPERVISION

- 22.1 No teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission.

ARTICLE D.23 OTHER SUPERVISION DUTIES

- 23.3 Teachers shall only be required to perform reasonable amounts of supervision duties.

ARTICLE D.24 EXTRA-CURRICULAR ACTIVITIES

- 24.1 In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
- 24.2 Teachers recognize and support extra-curricular activities as a valued part of the school program.
- 24.3 The Board agrees all extra-curricular activities are provided by teachers on a voluntary basis.

ARTICLE D.25 STAFF MEETINGS

- 25.1 Teachers shall attend staff meetings in accordance with this section of the Agreement unless excused by their principal.
- 25.2
- There shall be a maximum of three (3) hours per school month of meeting time for regular staff meetings, scheduled by the principal in consultation with the staff.
 - The principal shall give at least seven (7) days notice of a regularly scheduled staff meeting. Where seven (7) days advance notice is not given teachers shall make every reasonable attempt to attend the meeting.
 - An agenda of items shall be given to teachers two (2) days prior to any staff meeting.

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- d. Teachers shall have the right to place relevant items on the agenda to be considered.
- e. Written notes or minutes shall be maintained. Copies shall be provided to staff.

25.3 Staff meetings shall be held on school days. Such meetings shall not be scheduled:

- a. to commence more than one (1) hour prior to the beginning of classes, nor to conclude more than two (2) hours after the dismissal of students; nor
- b. on weekends, statutory holidays and other vacation periods.
- c. on professional development days.

Regular staff meetings will not be held during recess.

25.4 Teachers shall make every reasonable effort to attend staff meetings that extend beyond the time frames as set out in Article D.25.3.

25.5 A teacher's attendance at staff meetings held outside the time frames set out in Article D.25.3(a) shall be on a voluntary basis.

25.6 Part-time and itinerant teachers shall attend staff meetings whenever practicable.

ARTICLE D.26 HEALTH AND SAFETY

26.1 Classes shall be conducted in clean, well-maintained facilities with appropriate lighting, heating and ventilation.

26.2 Where a situation is of danger, the teacher must first ensure student safety and then immediately report the situation to the principal or designate, followed by the submission of the appropriate form.

26.3 If a teacher has a concern about a health and safety matter, that teacher has a duty to complete and submit a "Safety Concern" form to the principal or designate.

26.4 Copies of all safety forms including 6A forms, must be kept in all schools and all employees must be informed of their location.

26.5 Filling out either of the forms referred to in D.26.4 does not preclude the right of a member or the Association to file a grievance.

26.6 A member has the right to refuse to work in an environment that the member deems to be unsafe in which case WorksafeBC protocols shall be applied.

26.7 No teacher shall be disciplined for refusing work which the teacher believes to be unsafe.

26.8 A teacher may administer (or supervise the self-administration of) medications to pupils only if the following conditions are met:

- a. the medication is required while the child is attending school;
- b. a parent has requested the school's assistance and has signed a release concerning administration of medication;
- c. the Administrative Officer and public health nurse have been notified and a school plan of action developed;
- d. the teacher has volunteered and has been given child-specific training by the appropriate health care professional, to the satisfaction of the employee and the health care professional.

26.9 Under no circumstances shall a Teacher Teaching on Call be required to administer medication unless all of the conditions in Article D.26.8 above have been met.

ARTICLE D.27 DISTRICT HEALTH AND SAFETY COMMITTEE

- 27.1 There shall be a District Health and Safety Committee established by the Board which meets regularly and includes three (3) representatives of the Association.
- 27.2 The chairperson and secretary shall be elected from and by the members of the committee. Where the chairperson is a representative of the Board, the secretary shall be a representative of the Association or other employee union and vice versa.
- 27.3 The operation, function and responsibilities of the District Health and Safety Committee shall be consistent with guidelines and regulations established pursuant to the *Workers' Compensation Act* and the *School Act*.
- 27.4 The duties of the District Health and Safety Committee shall include, but not be limited to, the following:
- a. To promote safe work practices and to assist in creating a safe and healthy workplace,
 - b. Consideration of recommendations from the joint site-based committees in respect to occupational health and safety matters and to recommend implementation where warranted.
 - c. Review of reports of current accidents, their causes and means of prevention; review of remedial action taken or required by reports from investigations and inspections,
 - d. To recommend actions which will improve the effectiveness of the occupational health and safety program, and
 - e. To promote compliance with WCB Regulations.

Once school inspections are completed, school inspections reports must be posted at the work site and copies forwarded to MATA. Copies of accident reports and investigations must be forwarded to MATA.

ARTICLE D.28 WEATHER CONDITIONS

- 28.1 When School District 69 buses are not running because of inclement weather conditions those teachers who are unable to attend due to the weather will not be required to work at school. Such absences from work at school shall be considered a leave of absence with pay. It is intended that teachers will make reasonable efforts to attend at school whenever the school is open.

ARTICLE D.29 BEGINNING TEACHERS

- 29.1 It is recognized that beginning teachers benefit from support and encouragement in their adjustment to teaching. Each beginning teacher:
- a. shall be provided with a district and school orientation program,
 - b. at least once each term, shall be provided with the opportunity to meet with the principal and a colleague of their choice to discuss their adjustment to the teaching profession.

ARTICLE D.30 HOME EDUCATION

- 30.1 A teacher shall only be required to register, instruct and prepare materials and exams for those home schooled students enrolled and attending for instruction in a class or classes taught by that teacher.
- 30.2 Except as provided in Article D.30.1 above, a teacher asked to do an evaluation or assessment of a continuing home schooled student shall be given adequate release time for such purpose.

SECTION E – PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

- 1.1. A non-sexist environment is defined as that in which there is no discrimination against employees by portraying them in gender stereotyped roles or by omitting their contributions.
- 1.2. 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.
- 1.3. The employer and the local shall promote a non-sexist environment through the development of non-sexist educational programs, activities, and learning resources for both staff and students, and their integration and implementation.

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

2.1 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. There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.
- e. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- f. 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.

2.2 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.

2.3 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 their feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach their 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.

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- 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.
- iv. The complainant may request:
 - (1) that the investigator shall be of the same gender as the complainant; and/or
 - (2) an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.Where practicable the request(s) will not be denied.
- v. 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.

2.4 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.

2.5 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

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- 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.

2.6 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 VACANT POSITIONS

- 20.1 "Vacancy" means a newly created position or an existing position vacated by the incumbent which the Board intends to fill.
- 20.2 All teachers in the district are eligible to apply for all vacancies.
- 20.3 All vacancies of twenty (20) school days duration or longer shall be electronically posted for employees on the staff portal of the school district for a period of six (6) school days as soon as

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they become known. Electronic copies of all postings shall be forwarded at the time of posting to the Association office and to all MATA members.

- a. During July and August vacancies shall be posted electronically on the staff portal, with an electronic copy to the Association office.
- 20.4 If at the end of the posting no internal applicants, with the necessary qualifications who have rights under Article E.21 (Filling Vacant Positions) have applied, vacancies may be advertised outside the district.
- 20.5 Teaching positions that may be filled on a temporary basis pursuant to Article C.25.1 (Temporary Appointments) need not be filled pursuant to Article E.21 (Filling Vacant Positions). Where there is no incumbent who has the right to the position returning to the position for the next school year, the position shall be posted for the subsequent school year.
- 20.6 A continuing part-time teacher, with the necessary qualifications, may have an adjustment added to that teacher's assignment without posting when such adjustment would increase the time of the assignment in the school. Elementary school adjustments will be 0.400 FTE or less, and Secondary school adjustment will be 0.429 FTE or less.
- A temporary part-time teacher may have an adjustment added to that teacher's temporary assignment without posting when such adjustment would increase the time of the assignment in the school. Elementary school adjustments will be 0.200 FTE or less, and Secondary school adjustment will be 0.286 FTE or less.
- 20.7 Every posting shall contain the following information:
- a. Identification of the teaching position to be filled, i.e. subject area(s), grade level(s) and work location, full-time or specified part-time, and any other salient descriptive information;
 - b. Start date and, if applicable, end date;
 - c. Necessary qualifications, which shall be the reasonable, bona fide requirements for the position.
- 20.8 Where the local believes the qualifications stated are not reasonable and bona fide, the matter may be referred to Step 3 of Article A.6 (Grievance Procedure).
- 20.9 Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.

ARTICLE E.21 FILLING VACANT POSITIONS

- 21.1 Vacancies other than those of special responsibility shall be filled, after the employer's review of all applications from current members, in the following priority order provided that the employee has the necessary qualifications as specified in the posting, to perform the duties of the vacant position:
- a. employees requesting transfer as per Article C.21.4.a (Procedures Where Dismissal is Based on Performance) and per Article E.30.3 (Falsely Accused Employee Assistance);
 - b. employees who are on continuing contract, including employees who are on a continuing contract and returning from a leave;
 - c. employees on the recall list, surplus employees, and employees with "intent to layoff" notices who would be on the recall list on the start date of the posted position.
- 21.2 When two or more applicants, within the same priority level, have the necessary qualifications for the posted position, consideration shall be given to the length of aggregate service within the district.

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- 21.3 a. After meeting with the Association to discuss anticipated layoffs, teacher “Intent to Layoff” letters will be distributed on or before April 30th. District staff and the Association may schedule a joint information meeting with these teachers if deemed necessary.
- b. Employees returning from approved leaves of absence will have the right to either return to the position they vacated in accordance with Article G. (i.e. the position they vacated will be posted as temporary) subject to that position still being available, or to apply for a “round one” posted position. Should a teacher returning from leave neither have a position to return to and/or not be successful in posting into a round one posted position this teacher will be deemed “surplus.”
- 21.4 The district’s recall list becomes effective July 1st of each year. Effective July 1st of each school year, all remaining vacant positions for the current year will be posted as temporary and notwithstanding Articles E.21.1.a and E.21.1.b, teachers on the recall list will be given first consideration in accordance with Article C.25 (Temporary Appointments), and Articles C.26.4 and C.26.7 (Layoff-Recall-Severance).
- 21.5 In filling vacancies for positions of special responsibility, in-district applicants shall be given first consideration. Such appointments shall be made in a fair and reasonable manner.
- a. It is understood that if a member of the bargaining unit who holds a position of special responsibility, applies for and accepts an administrative officer position, that individual will relinquish all rights to the position of special responsibility, which shall then be posted and filled pursuant to Articles E.20 (Posting Vacant Positions) and E.21 (Filling Vacant Positions).
- 21.6 Positions shall be filled within five (5) school days of the end of the posting period, provided there are applicants with the necessary qualifications who have rights under Article E.20 (Posting Vacant Positions).
- 21.7 The name of the successful applicant shall be posted in the same manner as the original posting. Where a less senior applicant is selected, the employer will notify the Association and, upon request from the Association the employer will provide the Association with the rationale for choosing the less senior applicant.
- 21.8 Where the local believes the posting was not filled according to the provisions of the Collective Agreement, the matter may be referred to Step 3 of Article 6 (Grievance Procedure).
- 21.9 After the vacant position has been filled, should the assignment change prior to the start date, the employer shall notify the Association of the change and at the Association’s request will meet with the Association regarding the change.

ARTICLE E.22 OFFER OF APPOINTMENT TO THE DISTRICT

- 22.1 An applicant for appointment shall be entitled to rely on a representation of the Superintendent of Schools, or designate that an offer of appointment has been made, or that an appointment has been made, which shall include the specifics of the position and initial assignment.
- 22.2 The Board shall confirm an offer of appointment to the district, in writing by letter, or e-mail within forty-eight (48) hours.
- 22.3 An offer of appointment to the district shall be deemed to have been accepted when verbal confirmation is provided to the Superintendent of Schools, or designate, followed by written confirmation to the Board.

ARTICLE E.23 ASSIGNMENT IN SCHOOL

- 23.1 Prior to May 15, the district will share baseline staffing, including total FTE enrolling and FTE non-enrolling, with the Association for each school.

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- 23.2 A member's qualifications as defined in Article C.26.4 (Layoff-Recall-Severance) shall determine the member's assignment except in situations where there are:
- a. staff shortages; or
 - b. staff reductions; or
 - c. insufficient student course demands; or
 - d. imposition of new provincial curricula.
- 23.3 Member assignments shall not be made for disciplinary reasons.
- 23.4 Assignments for the following year shall be provided in writing to members by May 15.
- 23.5 Proposed timetables and staff assignments will be provided to teachers by June 15 for the subsequent school year.
- 23.6 If a change in assignment is to be made after May 15, the member will be notified as soon as it is known thereafter in writing.
- 23.7 A member who feels that their assignment is not consistent with their qualifications (as defined in Article C.26.4) may refer the matter to the staff committee or the Association in the event there is no site staff committee. The staff committee may make recommendations on the matter to the school principal or the Association may make recommendations to the Superintendent. Nothing in this Article shall preclude the member from going to their staff representative or the Association in the event there is no staff representative. The member shall have the opportunity of meeting with the Superintendent of Schools within five (5) working days of confirmation of the assignment, and may be accompanied to such meeting by a representative of the Association.

ARTICLE E.24 EVALUATION OF TEACHING

- 24.1 All evaluation reports on a teacher shall be in writing.
- 24.2 Evaluations shall take place:
- a. during the teacher's first year in the district,
 - b. during the teacher's fifth year in the district,
 - c. during the teacher's tenth year in the district and every fifth year thereafter; or
 - d. at the request of the teacher; or
 - e. at the initiative of the Superintendent of Schools when they deem it to be necessary.
- 24.3 An evaluation report on a teacher shall provide an assessment of the teacher's performance. The written assessment shall include details relating to:
- a. Data Collection - a description of the process used to compile information for the report.
 - b. Assignment - a description of the teacher's assigned role, the classroom situation, and the school.
 - c. Criteria for Teacher Reports - teacher evaluation reports shall be based upon the criteria articulated in Article E.24.16.
 - d. Summary Comments - a description of teacher strengths and, if necessary, recommendations for improvement.
 - e. Evaluation Statement - the evaluation statement on all teacher reports shall read as follows:
The teacher's performance as it relates to the Criteria is satisfactory/less than satisfactory.
- 24.4 All teachers shall receive a copy of the Criteria for Teacher Reports at the beginning of the year.

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- 24.5 Evaluation Procedures - the procedure to be followed for teacher reports shall be based upon the following:
- a. Notice
 - i. Teachers who are involved in an evaluation shall be informed by September 30, except under Articles E.24.2.d and E.24.2.e.
 - ii. At least ten (10) working days prior to commencing observations the evaluator shall meet with the teacher to discuss the purpose of the evaluation, the procedures to be followed, the expected time span of observations and the criteria to be used.
 - iii. Evaluations begun under one set of criteria shall conclude under the same set of criteria.
 - b. Pre-observation Conference - a pre-observation conference shall be held between the evaluator and the teacher before each observation. Decisions related to the time for the observation and the data to be collected shall be discussed and clarified.
 - c. Observation of the Teacher - data related to the stated criteria shall be collected and analyzed by the evaluator.
 - d. Post-observation Conference
 - i. The teacher shall have the opportunity to have a conference with the evaluator within twenty-four (24) hours of the observation unless otherwise agreed to between the teacher and the evaluator.
 - ii. During this conference the data shall be reviewed and discussed with aims of identifying specific strengths to be maintained and, if necessary, areas for improvement by the teacher.
 - iii. A copy of the evaluator's written notes or a summary of each observation shall be presented to the teacher at the post- observation conference.
 - iv. The post-observation conference shall be deemed to be the pre-observation conference for the following observation, should there be one, unless otherwise agreed to between the teacher and the evaluator.
 - e. Draft Report
 - i. A draft copy of the report shall be prepared by the evaluator and the teacher shall have a reasonable opportunity to meet with the evaluator at least forty-eight (48) hours before submission of the final report. A copy of the draft report shall be provided to the teacher.
 - ii. The teacher may be accompanied to a meeting pursuant to this subsection by a representative of the Association. The evaluator may be accompanied by an administrative officer.
 - iii. Specific strengths and, if necessary, recommendations for improvement shall be stated. Reference to criteria shall be substantiated by objective data or specific examples.
 - iv. The report shall reflect only those areas discussed during the evaluative process.
 - f. Final Report - the final report shall be filed in the teacher's personnel file at the School District Office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained for a reasonable period of time by the author for their record. Except, as required by law, all reports shall be treated on a strictly confidential basis. A teacher may submit a written commentary on any written report which shall be attached to and filed with all copies of the report.
- 24.6 An evaluation report shall be based on a minimum of three (3) observations to a maximum of six (6) observations. Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select up to half the observation times.

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- 24.7 Whenever specific recommendations for improvement are identified by the evaluator, a plan of assistance appropriate to the development of a satisfactory standard of performance as it pertains to the evaluation criteria shall be designed by the evaluator in consultation with the teacher before the final report is prepared. Such a plan shall specify expected changes within a specified timeline.
- 24.8 Reports shall reflect any discrepancy between the teacher's assignment, professional training, and preferences of teaching subjects and grades.
- 24.9 The evaluator who commences an evaluation shall be the person who conducts the observations, confers with the teacher, and prepares the report.
- 24.10 If, prior to the commencement of observations in accordance with this Article, the teacher believes there exists an apprehension of bias on the part of the evaluator, the teacher may request a meeting with the Superintendent of Schools and a representative of the Association to discuss the teacher's concerns. If a teacher requests an alternate evaluator, their request shall not be unreasonably denied. The alternate evaluator shall be selected by the Superintendent of Schools.
- 24.11 Involvement or non-involvement in extra-curricular activities or participation in Association activities shall not be commented upon by the evaluator.
- 24.12 The application, interpretation, operation or alleged violation of this Article, specifically referred to in Articles E.24.3.c, E.24.3.e, E.24.5.a.ii, E.24.5, E.24.7, E.24.14 and E.24.16 may be grieved in accordance with Article A.6 (Grievance Procedure).
- 24.13 For instructive purposes of this Article, it is recognized that the Superintendent of Schools or designate shall, except as limited by this Agreement, continue to exercise their normal discretion in supervising and advising regarding instruction consistent with the *School Act, R.S.B.C. 1996, c.412 with amendments* and Regulations.
- 24.14 When the processes and/or the criteria for teacher evaluation are not appropriate due to the nature of the teacher's assignment, the evaluator shall seek the agreement of the teacher to a set of processes and/or criteria which are consistent with the processes and the criteria referred to in this Article. Failing agreement, the Superintendent of Schools shall establish the processes and/or criteria to be used consistent with the processes and the criteria referred to in this Article.
- 24.15
- a. Where requested in advance by a Teacher Teaching on Call and where practicable, taking into consideration other commitments of the administrative officer, one or more single observation report(s) shall be provided by an administrative officer of a school to which the Teacher Teaching on Call is assigned. The provisions of Articles E.24.1, E.24.3.a – E.24.3.d, E.24.4, E.24.5.c – E.24.5.f, E.24.8, E.24.11, E.24.12, E.24.13 and E.24.14 shall apply to such single observation reports, recognizing that the report will evaluate one day of Teacher Teaching on Call teaching. It is recognized that, where mutually acceptable, the timelines in Articles E.24.4 and E.24.5 may need to be extended. The maximum number of such reports in any school year shall be five (5).
 - b. An administrative officer may prepare a single observation report on the same basis as set out in (a), where the administrative officer requests it in advance and at a time mutually acceptable. The maximum number of such reports prepared in any school year shall be five (5).
 - c. In all evaluations of Teachers Teaching on Call the criteria and their specific application must be altered to suit the scope and duration of the teaching assignment upon which the evaluation is based.

24.16 The criteria for evaluation shall be:

- a. Knowledge Of Subject Matter And Child Development
 - i. demonstrates knowledge of the subject matter being taught.
 - ii. utilizes knowledge of appropriate developments, research and trends in the subject area being taught and in child development.
 - iii. endeavors to keep their knowledge current and their teaching techniques effective for the teaching areas and children they are assigned.
- b. Preparation And Planning
 - i. develops long- and short-term objectives which provide a variety of learning experiences.
 - ii. utilizes appropriate material and personnel resources.
 - iii. plans for individual difference.
 - iv. cooperates with other personnel and parents to plan and implement programs that provide for individual differences among students.
 - v. identifies daily learning objectives.
 - vi. creates a physical setting that contributes to learning.
 - vii. provides plans and clear directions for Teachers Teaching on Call.
- c. Instructional Skills
 - i. motivates students to achieve their potential.
 - ii. uses various resources to promote learning.
 - iii. uses relevant classroom displays and displays of student work to promote learning.
 - iv. presents skills and content clearly and cogently.
 - v. asks questions which promote a higher order of thinking skills.
 - vi. effectively monitors individual understanding.
 - vii. creates assignments which utilize, reinforce, or expand upon the content of the lesson.
 - viii. involves students in experiences and activities designed to develop and stimulate thought with due consideration for individual differences.
- d. Classroom Management And Professional Relationships
 - i. develops positive rapport with students.
 - ii. encourages students to assume responsibility for their own actions, to practise self-discipline, and to develop a positive self-concept.
 - iii. promotes positive relationships with and among students.
 - iv. demonstrates consistency, respect and fairness in dealing with students.
 - v. establishes consistent routines and clear expectations for student conduct appropriate to the activity.
 - vi. maintains an orderly environment.
 - vii. encourages student on-task behaviour.
 - viii. encourages all students to achieve to their fullest potential.
 - ix. maintains individually and cooperatively a high standard of professional conduct with pupils, colleagues and parents.

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e. Student Achievement And Management Of Records

- i. establishes specific procedures for assessing student performance and communicates these procedures clearly to students, parents and other personnel.
- ii. utilizes the results of student performance assessments to plan for future instruction.
- iii. interprets the results of student assessments.
- iv. identifies the reasons students have or have not met instructional objectives.
- v. maintains appropriate, accurate records of student achievement, attendance, and other necessary data.

ARTICLE E.25 PERSONNEL FILES

- 25.1 There shall only be one personnel file for each member maintained at the district Human Resources office. If a school administrator keeps a school based file for that member, including related electronic documents, that file shall be destroyed when the member or school administrator leaves that school.
- 25.2 After receiving a request from a member, the Superintendent of Schools, or designate in respect of the district file, or the principal of the school, in respect of any school file, shall grant access to that member's file.
- 25.3 An appropriate Board official shall be present when a member reviews the file, and the member may be accompanied by an individual of their choosing.
- 25.4 The Board agrees that only material which is factual and relevant to the employment of the member, shall be maintained in the personnel file. The member has a right to the removal of materials that are not factual or relevant.
- 25.5 The member shall be informed when material of a critical or disciplinary nature is placed in the member's personnel file and a copy of the material shall be given to the member. At the time that the material is placed in the file, the member and the Association shall have the right to grieve the inclusion of these materials in the member's file.
- 25.6 When the material is placed in the file, the member shall have the right to submit a written comment(s) on any material contained in the personnel file. Such comment(s) and any supporting documentation the member submits, will be attached to and filed with the material.
- 25.7 Where adverse or critical material including but not limited to letters of expectation, reprimands or suspension is placed in the file, the employee may elect to have the material removed from the personnel file two (2) years after the filing, provided that no further material of a similar nature has been subsequently filed. Unsatisfactory formal evaluations shall be removed once a satisfactory formal evaluation is filled unless the unsatisfactory evaluation is part of a process under Article C. 21 (Procedures Where Dismissal is Based on Performance).
- 25.8 Personnel files shall be in the custody of the Director of Human Resources and shall be accessible only to appropriate officials of the school district, for bona fide reasons, under the direction of the Director of Human Resources. Confidential medical information that is placed in an employee's file shall be sealed and if opened the employee will be notified.

ARTICLE E.26 SCHOOL ACT APPEALS

- 26.1 Where a student and/or parent files an appeal under the *School Act, R.S.B.C. 1996, c.412 with amendments* and Board Bylaw (#15) of a decision of a teacher covered by this Agreement, the teacher and the Association shall be notified immediately of the appeal.
- 26.2 The teacher shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association.
- 26.3 The Board shall not reach its decision without first hearing from the teacher, who may be represented by the Association.
- 26.4 The Board agrees to consult with the Association prior to amending the existing Bylaw on *School Act, R.S.B.C. 1996, c.412 with amendments* Appeals and will not amend the Bylaws without agreement of the Association during the term of this Agreement.
- 26.5 No decision or by-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

ARTICLE E.27 PUBLIC COMPLAINTS

- 27.1 The Board recognizes the benefit of a policy on public complaints and the interest of members of the Association in the outcome of such complaints. The Board agrees to consult with the Association prior to amending the existing policy on Public Complaints and will not amend such policy without agreement during the term of this Agreement.
- 27.2 No decision of the Board with respect to the application of this policy shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

ARTICLE E.28 NO DISCRIMINATION

- 28.1 There will be no discrimination against any teacher covered by this agreement, on any ground covered by the Human Rights Code of British Columbia as amended from time to time, or for participation in the lawful activities of the Association. Terms in this Article shall have the meaning ascribed by the Human Rights Code of British Columbia.

For reference, the following grounds are currently protected by the Human Rights Code of BC: race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or that group or class of persons.

ARTICLE E.29 RACE RELATIONS

- 29.1 The Board and the Association recognize the right of all teachers to work in an environment that promotes positive human interactions which are free from the divisive attitudes based upon race, ethnic background, and place of origin.
- 29.2 For the purpose of this Agreement racism is defined as actions toward a colleague in a manner such as name calling, graffiti or physical violence which is intended to depict a group in an unfavorable light or which lowers the self esteem of a teacher because of their ethnic or racial background.
- 29.3 It is recognized that a complaint of racism involving two teachers of the bargaining unit, may first be dealt with between the two individuals with or without the assistance of other teacher(s) of the bargaining unit (or representative of their choice).

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- 29.4 A teacher may file a written complaint of racism with the school principal or Superintendent of Schools or designate within ten (10) working days of the latest alleged occurrence.
- 29.5 Within five (5) working days of the filing of the complaint the principal, Superintendent of Schools, or designate, shall report to the complainant what action, if any, has been taken in response to the complaint.
- 29.6 Any subsequent complaint(s) of racism involving the individual(s) may be grieved by the complainant in accordance with this Agreement.
- 29.7 The complainant, if not satisfied with the action taken under Article E.29.5, may file a formal grievance in accordance with this Agreement.
- 29.8 Any grievance filed pursuant to Articles E.29.6 and E.29.7 shall be submitted directly to Step 3 of Article A.6 (Grievance Procedure).
- 29.9 The complainant may be accompanied to all meetings by a representative of the Association or a colleague of their choice.
- 29.10 Complaints regarding racism shall be dealt with in confidence.
- 29.11 No teacher shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of racism. In the event the complaint is found to be a false or malicious complaint, appropriate action may be taken.

ARTICLE E.30 FALSELY ACCUSED EMPLOYEE ASSISTANCE

- 30.1 When a teacher has been accused of child abuse or sexual misconduct in the course of exercising duties as an employee of the Board, and
- a. an investigation by the Board has concluded that the accusation is not true; or
 - b. the teacher is acquitted of criminal charges in relation to the accusation; or
 - c. an arbitration considering discipline or dismissal of the teacher finds the accusation to be false;
- the teacher shall be entitled to assistance from the Board as provided in this Article.
- 30.2 The teacher and the teacher's immediate family shall be entitled, upon the recommendation of an Employee and Family Assistance Plan Counsellor or a recognized medical practitioner approved by the Board, to all reasonable specialist counselling and/or medical assistance, not covered by any benefit plan in which the employee is enrolled, to deal with negative effects of the allegations.
- 30.3 The teacher, the President of the Association and the Superintendent of Schools shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties. Such assistance could include a short- term paid leave of absence for the employee as determined by the Superintendent of Schools in consultation with the President of the Association and a transfer of the teacher to a vacant position pursuant to Article E.21 (Filling Vacant Positions).

SECTION F – PROFESSIONAL DEVELOPMENT

ARTICLE F.20 CURRICULUM IMPLEMENTATION**20.1 Curriculum Implementation Advisory Committee**

- a. There shall be a Curriculum Implementation Advisory Committee struck annually for the purpose of making recommendations to the Board on curriculum implementation matters having regard to the following considerations:
 - i. time requirements;
 - ii. professional development needs;
 - iii. material requirements;
 - iv. funding requirements;
 - v. such other matters as the Committee feels appropriate.

Additional educational matters may be referred to the Committee by agreement of the Association and the Board.
- b. The composition of the Committee shall be:
 - i. a trustee;
 - ii. Superintendent of Schools or designate;
 - iii. a member designated by the Association;
 - iv. two elementary school representatives;
 - v. two middle school representatives;
 - vi. two secondary school representatives;
 - vii. one elementary school administrative officer;
 - viii. one middle school administrative officer;
 - ix. one secondary school administrative officer;
 - x. up to two district resource teachers.
- c. Additional persons may be added to the Curriculum Implementation Advisory Committee subject to the agreement of the Association and the Board.
- d. The Curriculum Implementation Advisory Committee shall elect its own chairperson and determine its own operational procedures.
- e. Sub-committees may be established by the Curriculum Implementation Advisory Committee.
- f. The school-based teacher representatives shall be appointed by the local Association.

20.2 Curriculum Implementation

- a. The Board will make every effort to ensure that adequate materials are provided for new courses, and are available without reducing the materials and supplies available for other courses in the school program.
- b. The Board agrees that new curricula will not be introduced until an adequate process, including an adequate appeal process, has been set up to determine which teachers will be assigned to or teach the new curriculum and to determine other requirements required by the course being offered.
- c. Training shall be provided for all teachers whose assignments are changed as a result of new curriculum.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT

- 21.1 The Board and the Association agree that professional development activities covered by this Article are intended to promote and foster the professional development of teachers.
- 21.2 There shall be established a fund called the Professional Development Fund for the purpose of promoting professional development of the teaching staff of the school district.
- 21.3 a. The Board will pay into the Professional Development Fund the sum of Twenty-one (\$21) dollars per month per full-time equivalent teacher, with each teacher contributing Seven (\$7) dollars per month by way of payroll deduction. Said funds shall be forwarded to the Association no later than the 15th of the month following.
- b. The Board will pay into the Professional Development Fund the amount of Five Hundred (\$500) dollars by September 30th of each school year to be used to assist Teachers Teaching on Call in professional development. Teachers Teaching on Call wishing to utilize the fund must make a personal contribution in accordance with the Association's Policies and Procedures.
- 21.4 The cost of Teachers Teaching on Call for those teachers granted any professional development shall be borne by the Board and shall be in addition to the Board's regular contribution to the Professional Development Fund. Such leave must be approved by the Superintendent of Schools or designate.
- 21.5 The Professional Development Fund, as established by the Association and the Board shall be administered by the Professional Development Committee made up of three (3) teachers and one (1) Board representative.
- 21.6 District initiated professional activities such as curriculum implementation and/or assessments are not covered by this Article except with the agreement of the Board and the Association.
- 21.7 a. Prior to March 1st, up to five (5) Association representatives and up to five (5) Employer representatives shall meet to discuss priorities of the Association and the Board. The Board will pay for the release for three (3) Association members, and the Association will pay for two (2) Association members in order to attend the meeting. The meeting shall be held during instructional time.
- b. Additional attendees will be by mutual agreement and at the cost of the respective parties.

ARTICLE F.22 PROFESSIONAL DEVELOPMENT DAYS

- 22.1 There shall be a minimum of four (4) non-instructional days allocated for professional development activities as provided in Article D.20 (Regular Work Year), one of which shall be a school-based professional development day.
- 22.2 Non-instructional days shall be considered as instructional days for salary purposes.
- 22.3 The schedule of district professional development days and the dates for these days as organized by the Professional Development Committees shall be submitted to the Superintendent of Schools on or before May 1 for approval by the Board for inclusion in the school calendar for the next regular work year as provided for in Article D.20 (Regular Work Year).
- 22.4 Each teacher shall advise the administrative officer in advance of the location and nature of the activity in which the teacher participates on any district professional development day.

ARTICLE F.23 PROFESSIONAL AUTONOMY

- 23.1 The Board recognizes and respects the professionalism of teachers covered under this Collective Agreement.

In order to promote students' intellectual, human, social and career development, within the bounds of provincially prescribed and locally developed curricula, and consistent with legislation and effective educational practice, teachers shall have individual professional autonomy to:

- a. determine the methods of instruction;
- b. determine the planning and presentation of available course materials; and
- c. evaluate each student's development.

Notwithstanding the provisions of this Article, the Board retains the right to evaluate its teachers utilizing the criteria for evaluation (see Article E.24.16).

SECTION G – LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

[Also see Article G.20 (Sick Leave)]

ARTICLE G.2 COMPASSIONATE CARE LEAVE

- 2.1 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.
- 2.2 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.

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2.3 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 week of the leave,
- b. for an additional eight (8) 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.

2.4 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 (twenty-six) 26 weeks.

2.5 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.

2.6 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.

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

2.8 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.)

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

In accordance with the *BC Employment Standards Act* (the "Act"), the Employer will grant the following leaves:

- a. [Section 52 Family Responsibility Leave](#)
- b. [Section 52.11 Critical Illness or Injury Leave](#)
- c. [Section 52.5 Leave Respecting Domestic or Sexual Violence](#)

Note: In the event that there are changes to the Employment Standards Act with respect to the Part 6 Leaves above, the legislated change provisions (A.9) will apply to make the necessary amendments to this provision.

ARTICLE G.4 BEREAVEMENT LEAVE

4.1 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.4.5 and 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.

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- 4.2 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.
- 4.3. 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;
 - b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 4.4 Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

Local Provisions:

- 4.5 Bereavement Leave with pay will be granted automatically to teachers in the event of the death of a ward for up to five (5) days in any school year. Extensions beyond this time to be at the Superintendent of Schools' or designate's discretion.
- 4.6 Extensions to leave granted under Article G.4.1 to be at the Superintendent of Schools' or designate's discretion.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

- 5.1 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.
- 5.2 The leave will be in addition to any paid discretionary leave provided in local provisions.
- 5.3 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.*

[Note: See also Article G.27 (Discretionary Leave).]

ARTICLE G.6 LEAVE FOR UNION BUSINESS

[Note: Article G.6 is not applicable in S.D. No. 69 (Qualicum) except Article G.6.1.b applies for the purposes of Article A.10 (Leave for Regulatory Business as per the Teachers' Act) only.]

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

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

- 7.1 Where a Teacher Teaching on Call (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.
- 7.2 Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
- 7.3 Time spent conducting union business will not be considered a break in service with respect to payment on scale.
- 7.4 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.

ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

- 8.1 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.9 TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE

- 1.1 A teacher shall be granted leave upon request to accept a position if the teacher is:
- a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
- b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
- 1.2 Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
- 1.3 The vacated teaching position will be posted as a temporary position during this period.
- 1.4 Where there are extenuating personal circumstances that extend the leave of the Principal or Vice – Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).

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- 1.5 Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
- a. Teacher Evaluation
 - b. Teacher Discipline
- 1.6 Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

Teachers granted the following leaves in accordance with the collective agreement:

- a. Pregnancy leave (Employment Standards Act [ESA])
- b. Parental Leave (Employment Standards Act [ESA])
- c. Extended Parental / Parenthood Leave (beyond entitlement under Employment Standards Act [ESA])
- d. Adoption Leave (beyond entitlement under Employment Standards Act [ESA])
- e. Compassionate Care Leave

Will be able to return to their former teaching position in the school that they were assigned to for a maximum of one (1) year (twelve months) from the time the leave of absence commenced. The teacher's position will be posted as a temporary vacancy. Upon return from leave, the employee will be assigned to the same position or, if the position is no longer available, a similar position.

ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

The Superintendent of Schools or their designate, may grant five (5) paid days per year leave with seven (7) days written notice from the employee to participate in Aboriginal Cultural event(s). Such leave shall not be unreasonably denied.

ARTICLE G.20 SICK LEAVE

- 20.1 It is recognized that the purpose of sick leave is to provide sick benefits as set out in this section to teachers who are unable to work due to illness of the teacher.
- 20.2 Teachers shall be entitled to all sick leave credits earned in the employ of the Board but not used as at June 30, 1988.
- 20.3 Sick leave is earned at the rate of one and one-half (1 1/2) days for each month taught in the service of the Board.
- 20.4 For the purposes of this section 'month taught' shall mean a month in which a teacher has taught or carried out assigned duties.
- 20.5 Each teacher shall receive monthly accounting of their accumulated sick leave.
- 20.6 Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.

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- 20.7 There is no maximum to the number of days of sick leave that may be accumulated.
- 20.8 Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. The amount to be paid to a teacher for sick leave advanced but not earned during a school year shall be repaid to the Board progressively throughout that school year as per Article G.20.3 above.
- 20.9 Teachers commencing employment with the Board during the year shall have available to them the quota of sick leave benefits which would accrue to them for the balance of the year.
- 20.10 If a teacher ceases to be employed by the Board prior to the end of a school year, any sick leave days which were used but not earned shall be repaid to the Board by the teacher at the cost of a Teacher Teaching on Call.
- 20.11 The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed one hundred twenty (120) days.
- 20.12 Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness. It is understood that such request would be made before or at the time of the absence.
- 20.13 When a teacher is rehired in the district, any previous sick leave accumulation will be reinstated except those credits which have ported from School District 69 (Qualicum) to another district pursuant to Article G.1 (Portability of Sick Leave).
- Pursuant to Article G.1 (Portability of Sick Leave), an employee who is rehired to School District 69 (Qualicum) is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.
- 20.14 Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
- 20.15 Partial Medical Leave
- Where a full-time continuing teacher produces a medical certificate that states that the teacher, while medically unable to work full-time, is capable of working part-time, the teacher's position may be reduced or there may be a change to another position where it is practical to do so. In either case the change will be to a percentage of full-time that the teacher is capable of working.
 - Such change will be for a fixed period of not less than twenty (20) teaching days, will be effective at the beginning of a term or semester, and will be made in accordance with Articles E.20 (Posting Vacant Positions) and E.21(Filling Vacant Positions).
 - A teacher on partial medical leave will earn sick leave proportionately for the portion of the time worked and will not accumulate sick leave for the portion of time not worked.
 - A teacher on partial medical leave will go on full sick leave if the teacher proves incapable of meeting the requirements of the part-time assignment as determined by the Superintendent of Schools, the President of the Association, and the teacher, based on medical information.

ARTICLE G.21 MATERNITY LEAVE/SHORT TERM PARENTAL LEAVE

- 21.1 Short-term Maternity Leave
- A pregnant teacher shall be granted upon request a leave of absence:
 - as provided for in Part 6 of the *Employment Standards Act, R.S.B.C. 1996, c.113 with amendments*, or
 - for a stated period of time equal to or longer than the period in Article G.21.1.a.i above so that the return to duty will coincide with the earlier of the following term or semester, or the spring break.

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- b. A teacher requesting maternity leave shall forward medical proof of pregnancy to the Superintendent of Schools or designate with no less than one (1) month's notice prior to the commencement of the leave.

21.2 Supplemental Employment Benefits Plan on Maternity Leave

- a. The Board and the Association will enter into a Supplemental Employment Benefits (SEB) Plan.
- b. Benefits under this Plan shall not be payable until the SEB Plan is registered with Canada Employment and Immigration (EI).
- c. Benefits under the SEB Plan shall only be payable to persons who have applied for EI maternity benefits.
- d. Benefits payable under the SEB Plan shall be:
 - i. where the teacher is eligible to receive EI maternity benefits, ninety-five (95) percent of the teacher's current salary for the first two (2) weeks of the leave; and
 - ii. the difference between seventy-five (75) percent of the teacher's current salary and the amount of EI maternity benefits received by the teacher for a further period of fifteen (15) weeks.

21.3 Extended Maternity Leave/Parental Leave

- a. Members granted leave under Article G.21.1 or Article G.21.7 who choose not to return to work at the expiration of that leave may apply for an extended maternity leave, four (4) weeks prior to the start of a semester or term, or by May 1 in respect to leave expiring on June 30.
- b. Leave shall be granted upon request as follows:
 - i. to the end of the school year; or
 - ii. to the end of the school year, plus to the end of the next term or semester.
- c. Members returning from extended maternity leave shall reaffirm their return with the Board by May 1 except where the leave ends mid year in which case the reaffirmation shall be provided four (4) weeks in advance.

21.4 Early Return and Special Situations

- a. In the case of an incomplete pregnancy, death of the child, or other special situations, a member may return to duty earlier than provided in the agreed upon leave.
- b. The member intending to make an early return to duty will submit a written notification, which may include a medical certificate, to the Director of Human Resources.
- c. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act, R.S.B.C. 1996, c.113 with amendments* and the maternity and extended maternity leave provisions of the Agreement.

- 21.5 The Board and the teacher shall continue to contribute their respective share of the cost of maintaining all health and welfare benefits while the teacher is on short term maternity leave or short term parental leave.

- 21.6 Health and welfare benefits for a teacher on extended maternity leave may be maintained if the teacher so wishes by payment of the costs of such benefits by the teacher.

21.7 Short Term Parental Leave

- a. A parental leave (inclusive of adoption leave), shall be granted upon request:
 - i. as provided for in Part 6 of the *Employment Standards Act, R.S.B.C. 1996, c.113 with amendments*, or
 - ii. for a stated period of time equal to or longer than the period in Article G.21.7.a.i so that the return to duty will coincide with the earlier of the following term or semester, or the spring break.

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- b. In the case of adoption, paid leave of two (2) days shall be granted to either parent, or both, if both are employees of the Board, for mandatory interview and travelling time to receive the child.

21.8 Supplemental Employment Benefits on Short Term Parental Leave

- a. The Board and the Association shall enter into a Supplemental Employment Benefits (SEB) Plan.
- b. Benefits under this Plan shall not be payable until the SEB Plan is registered with Canada Employment and Immigration (EI).
- c. Benefits under the SEB Plan shall only be payable to persons who have applied for EI parental benefits.
- d. Benefits payable under the SEB Plan shall be:
 - i. where the teacher is eligible to receive EI parental benefits, ninety-five (95) percent of the teacher's current salary for the first two (2) weeks of the leave; and
 - ii. the difference between seventy-five (75) percent of the teacher's current salary and the amount of EI parental benefits received by the teacher for a further period of ten (10) weeks.

21.9 Assignment

- a. A teacher returning from short term maternity leave (under Article G.21.1) or short term parental leave (under Article G.21.7) shall be reassigned to the same position held prior to the leave.
- b. A teacher returning from extended leave must apply for a posted position pursuant to Article E.20 (Posting Vacant Positions) and shall be placed pursuant to Article E.21 (Filling Vacant Positions).

21.10 Eligibility for SEB Plans

- a. For the purposes of this Article it is the intent that:
 - i. an individual teacher is only eligible to apply for one (1) Supplemental Employment Benefit Plan. [Note: Effective July 1, 2015 this provision G.21.10.a.i no longer applies per the Arbitrator Lanyon award].
 - ii. if both parents are employees of the Board, only one employee is eligible to apply for a Supplemental Employment Benefit Plan.

ARTICLE G.22 PARENTHOOD LEAVE

- 22.1
 - a. The purpose of Parenthood leave is to provide an opportunity for a parent to spend time with and care for their dependent child/children.
 - b. Upon request, a teacher with a dependent child/children shall be granted for the reasons outlined in G.22.1.a above, a Parenthood leave of absence without pay for a stated period of time, up to a maximum of twenty (20) months in which the return:
 - i. coincides with the commencement of a term or semester, or
 - ii. is at a time agreed to by the Board.
- 22.2 Teachers shall be granted a Parenthood leave on the following basis:
 - a. the leave shall be for not less than forty percent (40%) of a 1.0 FTE teacher's assignment,
 - b. the teacher shall not accept a Teacher-Teaching on Call position, a temporary teaching position or a permanent teaching position with any other School board, public or private during the term of the leave,

SECTION G

- c. a teacher granted a leave of one (1) year's duration, shall return to the position held prior to the leave, should the position exist, or to a position in the district comparable to the position held prior to the leave, if it does not,
 - d. a teacher granted a leave of greater than one (1) year's duration, will not be guaranteed return to a specific location or assignment.
- 22.3 Parenthood leave may follow immediately after an extended maternity/parental leave.
- 22.4 Parenthood leave shall be granted only to one (1) parent, at a time (if both are employees of the Board).
- 22.5 A teacher may apply for Parenthood leave on giving at least six (6) weeks' notice prior to the start of the leave, except in exceptional circumstances when such application shall be considered by the Superintendent of Schools or designate.
- 22.6 A further Parenthood leave shall only be available to a teacher if they return for at least one (1) year of teaching following completion of an approved Parenthood leave, excluding maternity/parental leave.

ARTICLE G.23 PATERNITY LEAVE

- 23.1 On the birth of a child a teacher shall be granted paternity leave without loss of pay for up to two (2) days and an additional day if required provided that a sum equal to the cost of a Teacher Teaching on Call is deducted from the teacher's pay for the additional day.

ARTICLE G.24 CARE OF SICK CHILD LEAVE

- 24.1 Absence for reasons of illness of a dependent child shall be granted with pay up to a maximum of five (5) days in any school year.

ARTICLE G.25 COMPASSIONATE LEAVE

- 25.1 On application by the teacher up to five (5) days absence with pay from teaching for reasons of compassion other than those stated in Article G.4 (Bereavement Leave) (including serious illness, accident or funeral) may be granted at the discretion of the Superintendent of Schools or designate.

ARTICLE G.26 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

- 26.1 The Board shall grant a leave of absence with pay to any teacher summonsed for jury duty or required to attend any legal proceedings by reason of subpoena except for arbitration proceedings pursuant to this Agreement, unless the subpoena is initiated by the Board. A teacher on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of parking costs, day care costs, travelling costs and meal allowances.
- 26.2 If the teacher seeking leave is appearing in court for a personal matter, discretionary leave or, in the event the teacher's discretionary leave is depleted, a leave of absence with pay less the cost of a Teacher Teaching on Call shall be granted by the Board.

ARTICLE G.27 DISCRETIONARY LEAVE

- 27.1 Four (4) days leave in each school year shall be granted to each teacher on request provided that:
- a. the principal grants permission, which shall not be unreasonably denied;
 - b. a suitable Teacher Teaching on Call is available;
 - c. a sum equal to the cost of a Teacher Teaching on Call is deducted from the teacher's pay; and
 - d. such leave shall not be granted immediately prior to or immediately after winter, spring or summer breaks.
- 27.2 Notwithstanding the above, discretionary leave shall be granted when otherwise provided by this Agreement.

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

ARTICLE G.28 LEAVE FOR ELECTIVE OFFICE

- 28.1 When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long-term leave of absence for two (2) terms of office.
- 28.2 Teachers elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, at the cost of a Teacher Teaching on Call, up to a maximum of ten (10) days in any one (1) school year.

ARTICLE G.29 WORKERS' COMPENSATION LEAVE

- 29.1 Where a teacher is entitled to compensation under the Workers' Compensation Act, the teacher shall continue to receive full pay from their sick leave accumulation. All monies received by the teacher as compensation for loss of wages under the Act shall, in turn, be paid to the School Board and credited back to the teacher's sick leave accumulation in time equivalency.
- 29.2 Should a teacher's personal sick leave accumulation be depleted, only those monies received from the Workers' Compensation Board on their behalf would be forwarded to them.
- 29.3 This clause does not apply in the case of a teacher who is drawing a disability pension from the Workers' Compensation Board.

ARTICLE G.30 RELIGIOUS HOLIDAYS

- 30.1 When the teacher's discretionary leave is depleted, a teacher shall be granted up to two (2) days leave of absence in any school year with pay less the cost of a Teacher Teaching on Call, when required for observance of religious holidays. A teacher taking such leave shall give at least two (2) week's notice.
- 30.2 Discretionary leave shall be granted on request for observance of religious holidays.

ARTICLE G.31 CONVOCAATION LEAVE

- 31.1 Each teacher receiving a degree will be granted a one (1) day leave of absence, with pay, to attend their convocation day.

ARTICLE G.32 PART YEAR TEACHERS

- 32.1 All teachers may apply for a part year assignment by April 1st for the following school year.
- 32.2 Where the request is granted:
- a. salary shall be pro-rated according to the percentage of time worked by the teacher;
 - b. the Board shall pay the benefit contributions provided in Article B.11 (Benefits) pro-rated as in Article G.32.2.a. The teacher has the right to participate in benefit programs during the leave at their own expense;
 - c. the teacher is considered for all other purposes to be on leave of absence with respect to the time not worked.
- 32.3 Teachers shall be informed of the implications of a part year assignment as it effects: tenure, benefits/compensation, seniority/job security, pensions and employee evaluations.
- 32.4 Upon completion of one part year assignment, the teacher shall be entitled to return to the assignment held previously. The teacher may apply for extension(s) to the period of part year teaching by written request to the Superintendent of Schools by April 1st for the following school year.

ARTICLE G.33 LONG TERM PERSONAL UNPAID LEAVE

- 33.1 To be eligible for a long term personal unpaid leave, the teacher must have been on continuous active service in the district for at least the last three (3) consecutive years.
- 33.2 Teachers eligible to apply may be granted a one (1) year unpaid leave of absence from the District on the following basis:
- a. the teacher must provide the Board with reasons in writing for the leave,
 - b. the teacher must have attained continuing status with the district,
 - c. the leave will only be granted for one (1) full school year,
 - d. the leave shall be for one hundred percent (100%) of the teachers' present assignment,
 - e. the leave shall be without pay,
 - f. application for the leave shall be submitted to the Superintendent of Schools or designate, by April 1st of the preceding year,
 - g. the leave must be accepted without assurance of return to a specific location or assignment.
- 33.3 The granting of this personal unpaid leave of absence, shall not be unreasonably denied.
- 33.4 The teacher must confirm by March 31, in writing, their intent to return at the conclusion of the leave.
- 33.5 Subject to eligibility, the teacher may choose to continue coverage of the benefit plans on the same basis as provided in the Agreement. The teacher shall pay the full cost of the benefit premiums.
- 33.6 A teacher on this type of leave shall not receive an experience credit for the purpose of increments or seniority.
- 33.7 A teacher shall only be allowed leave under this provision once every five (5) years.
- 33.8 A maximum of five (5) unpaid personal leaves may be approved at the discretion of the Board.

ARTICLE G.34 SELF-FUNDED LEAVE PLAN

- 34.1 The Board shall administer a deferred salary leave plan subject to any relevant provincial or federal legislation.

ARTICLE G.35 LEAVE OF ABSENCE INCENTIVE PLAN

- 35.1 The Board shall pay a financial incentive to teachers to take leaves of absence for personal and professional purposes, subject to the following conditions:

The teacher must:

- a. have a minimum of ten (10) years service with the Board and have been on continuous active service in the district for the last two (2) years.
 - b. be on the maximum step of the salary scale.
- 35.2 For full-time teachers, the financial incentive shall be the difference between the minimum and maximum step on the PB 5 salary scale and shall be paid in ten (10) monthly installments beginning on September 30th in the year of the leave. Teachers on a part-time continuing appointment shall receive a pro-rata incentive based on the percentage of teaching time at the time of application and payable in ten (10) monthly installments.
- 35.3 Subject to eligibility, the teacher may choose to continue coverage of the benefit plans on the same basis as provided in the Agreement.
- 35.4 The Board will grant up to three (3) teachers LAIP per year on the basis that there is no additional cost to the Board.
- 35.5 Teachers wishing to apply for LAIP must notify the Board in writing between January 1st and January 31st in the year they wish to begin the leave. In the event of more than three (3) applications the length of aggregate service will determine eligibility providing the criteria in Article G.34 (Self-Funded Leave Plan) above are met.
- 35.6 The teacher shall advise the Superintendent of Schools in writing of their intent to return the following September 1st by March 1st.
- 35.7 Once accepted for the LAIP, and prior to the commencement of the leave, the teacher must detail their professional plans for the upcoming school year, if the leave is for professional purposes so that the leave will be considered as time worked for the purposes of the seniority calculation.
- 35.8 Upon completion of LAIP the teacher shall be entitled to return to the assignment held previously, or, if the teacher so desires, may apply for posted positions pursuant to Article E.20 (Posting Vacant Positions) and shall be placed pursuant to Article E.21 (Filling Vacant Positions).

SIGNATURES

Signed at Parksville, British Columbia, this _____ day of June, 2021

Keven Elder, Superintendent
School District No. 69 (Qualicum)

Debbie Comer, President
Mount Arrowsmith Teachers' Association

Leanne Bowes, Director Labour Relations
British Columbia Public School Employers'
Association

Teri Mooring, President
British Columbia Teachers' Federation

APPENDIX A

FALSE BAY SCHOOL REMOTE RECRUITMENT AND RETENTION ALLOWANCE
[PROVINCIAL LETTER OF UNDERSTANDING NO. 5]

	Effective July 1, 2019	Effective July 1, 2020	Effective July 1, 2021
Amount	\$ 2,570.49	\$ 2,621.90	\$ 2,674.34

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 8th day of March, 2013

Original signed by:

"Jim Iker"

For BCTF

"Renzo Del Negro"

For BCPSEA

Appendix 1 PROVINCIAL MATTERS

Appendix 1 – Provincial Matters

Housekeeping – Form Issues

1. Common provincial provisions
2. Common provincial terminology
3. Cover Page of Agreement
4. Interpretation of Teacher Contracts and School Act

Section A – The Collective Bargaining Relationship

1. Term and Renegotiation, Re-opening Agreement During Term, Bridging, Strikes, Renewal, Retroactivity
2. Legislative Change
3. Recognition of the Union
4. Membership Requirement
5. Exclusions from the Bargaining Unit
6. Job Security including Contracting Out
7. Deduction of BCTF Dues and Professional Fees
8. President's/Officer Release
9. Management Rights and Responsibilities
10. Pro-D Chairperson/Coordinator Release
11. Release for Local, BCTF, CTF, Teacher Regulation Branch and Education International Business
12. Leave for Contract Negotiations
13. School Staff and District Committees
14. Access to Information
15. Copy of Agreement and melding/interfaces
16. Grievance/Arbitration (including Expedited) Procedure and Troubleshooter

Section B – Salary and Economic Benefits

1. Determination of Salary
 1. *Placement on Scale*
 2. *Salary Review*
 3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
 4. *Classification of Salary for Letters of Permission*
 5. *New Positions, Reclassification*
 6. *Experience Recognition*
2. Salary Scale
 1. *Category Addition*
 2. *Category Elimination*
3. Payment of Salary
 1. *Increment Dates*
 2. *Withholding*
 3. *Error in Salary – Adjustments*
 4. *Part Month Payments and Deductions including Schedule*
 5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
 1. *Full time and continuing teachers*
 2. *Part Time and temporary or term teachers*
 3. *Teachers Teaching on Call*
 4. *Summer School and Night School Payment*
 5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits

13. Payment for Work Beyond Regular Work Year
 1. *Counsellors Working Outside School Calendar*
 2. *Night School Payments*
 3. *Summer School Payments*
 4. *Salary – Payment for Additional Days*
 5. *Not Regular School Days*
14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

Section C – Employment Rights

1. Employment on Continuing Contract
 1. *Appointment on Continuing Contract*
 2. *Employment Rights – Temporary Teachers converting to continuing*
 3. *Probationary period*
2. Dismissal and Discipline for Misconduct
 1. *Conduct of a Teacher (Inside and Outside School)*
3. Dismissal Based on Performance
4. The Processes of Evaluation of Teachers' Teaching Performance
5. Part-Time Teachers' Employment Rights
 1. *Sick Leave and Benefits*
 2. *Long Services – Part Time Teaching Plan, Part Year Teachers*
6. Teacher on Call Hiring Practices
7. Seniority
8. Severance
9. Retraining, Board directed education upgrading

Section D – Working Conditions

1. Teacher Workload
 1. *Class Size*
 2. *Class Composition*
2. Inclusion
 1. *Urgent Intervention Program or similar*
 2. *School Based Team*
3. Professional Teaching Staff Formulas including advisory committees
4. Hours of Work
 1. *Duration of School Day*
 2. *Instructional Time*
 3. *Extended Day; Alternate Calendars e.g. Four Day Week*
5. Preparation Time
6. Regular Work Year for Teachers, School Calendar, Year Round Schools, Staggered Part Day Entries
7. Closure of Schools for Health or Safety Reasons
8. Supervision Duties, Duty Free Lunch Hour, Noon Hour Supervision
9. Availability of Teacher on Call
10. Teacher on Call Working Conditions
11. Mentor/Beginning Teacher Program, Student Teachers, Beginning Teacher Orientation
12. Child Care for Work Beyond Regular Hours, Day Care
13. Home Education, Suspended Students, Hospital/Homebound Teachers
14. Non-traditional Worksites, e.g.
 1. *Distributed Learning*
 2. *Adult Education*
 3. *Storefront Schools*
 4. *Satellite School Programs*
15. Technological Change, Adjustment Plan – Board Introduced Change
16. Hearing and Medical Checks, Medical Examinations, Tests, Screening for TB
17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

Section E – Personnel Practices

1. Definition of Teachers
2. Selection of Administrative Officers (Note: See Addendum A)
3. Non-sexist Environment
4. Harassment
5. Falsely Accused Employee
6. Violence Prevention
7. Criminal Record Checks
8. Resignation and Retirement

Section F – Professional Rights

1. Educational/Curriculum Change including committees
2. Professional Development Funding (Note: see also Addendum B)
 1. Tuition Costs
 2. Professional Development Committee – as related to funding
3. Professional Days (Non-Instructional)
4. School Accreditation and Assessment
5. Professional Autonomy
6. Responsibilities – Duties of Teachers

Section G – Leaves of Absence

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings
5. Educational Leave and Leave for Exams
6. Bereavement/Funeral Leave
7. Leave for Family Illness, Care of Dependent Child or Relative, Emergency or Long Term Chronic Leave, Compassionate Care Leave
8. Discretionary Leave, Short Term General Leave and Personal Leave

9. Leave for Elected Office and Leave for Community Services
10. Worker's Compensation Leave
11. Leave of Absence Incentive Plan
12. Religious Holidays
13. Leave to Attend Retirement Seminars
14. Leave for Communicable Disease
15. Leave for Conference Participation
16. Leave for Competitions
17. Leave for Teacher Exchange
18. Secondment and Leave for external employment
19. Leave for University Convocations, Leave for graduation, Exams
20. Leave for Special Circumstances including: Citizenship, Marriage, Weather Leaves
21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

January 22, 2021 - Provincial Matters

Appendix 2 LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping – Form Issues

1. Glossary of Terms for local matters
2. Preamble, Introduction, Statement of Purpose

Section A – The Collective Bargaining Relationship

1. Local Negotiation Procedures
2. Recognition of Union
3. Access to Worksite
4. Use of School Facilities
5. Bulletin Board
6. Internal Mail
7. Access to Information
8. Education Assistants, Aides, and Volunteers
9. Picket Line Protection, School Closures – Re: Picket Lines (Strikes)
10. Local Dues Deduction
11. Staff Representatives, Lead Delegates
12. Right to Representation, Due Process
13. Staff Orientation
14. Copy of Agreement

Section B – Salary and Economic Benefits

1. Purchase Plans for Equipment e.g. computer purchase
2. Payroll, Deductions to Teachers Investment Account, Investment of Payroll – Choice of Bank Account
3. Employee Donations for Income Tax Purposes

Section C – Employment Rights

1. Layoff-Recall, Re-Engagement
2. Part-Time Teachers' Employment Rights
 1. *Job Sharing*
 2. *Offer of Appointment to District*
 3. *Assignments*
 4. *Posting & Filling Vacant Positions*

Section D – Working Conditions

1. Extra-curricular Activities
2. Staff Meetings
3. Health and Safety, including committees
4. Student Medication and Medical Procedures
5. Local Involvement in Board Budget Process,
 1. Committee – Finance Board Budget
 2. School Funds
6. Teacher Involvement in Planning New Schools
7. Space and Facilities
8. Services to Teachers e.g. translation
9. Inner City Schools, Use of Inner City Schools Funds

Section E – Personnel Practices

1. Posting and Filling Vacant Position
 1. *Offer of Appointment to District*
 2. *Assignments*
 3. *Job Sharing*
 4. *Posting Procedures – Filling*
 5. *Posting & Filling Vacant Positions – School Reorganization*
 6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
 7. *Creation of New Positions*
 8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals

5. Input into Board Policy
6. No Discrimination
7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum A)
10. Parental Complaints, Public Complaints

Section F – Professional Rights

1. Professional Development Committee as related to funding control (Note: see also Addendum B)
2. Committees
 1. *Professional Relations/Labour management*
 2. *Parent Advisory Council*
 3. *Joint Studies Committee*
 4. *Professional Development Committee (Note: see also Addendum B)*
 5. *Leave of Absence Committee*
3. First Nations Curriculum
4. Women's Studies
5. Fund Raising
6. Reimbursement of Classroom Expenses

Section G – Leaves of Absence

1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans
4. Unpaid Leaves: unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement, except for those elements of the clause that are provincial including: continuation of benefits, increment entitlement and matters related to pensions.

January 22, 2021 - Local Matters.

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

Date: Original April 23, 1997

Amended by Education Services Collective Agreement Amendment Act, 2004

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

“R. Worley”

British Columbia Public School Employers’
Association

“K. Halliday”

LETTER OF UNDERSTANDING No. 2

BETWEEN:

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 25th day of June, 2012
Original signed by:

Jacquie Griffiths
For BCPSEA

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).

[Not applicable in School District 69 (Qualicum)]

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 School District 69 Qualicum]

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:

1. They will encourage local boards of education and the local teacher unions 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.
2. The parties will encourage local boards of education and local teacher unions to include layoff protections for Aboriginal employees in applications to the Human Rights Tribunal.
3. The parties will assist local boards of education and the local teacher unions as requested in the application for and implementation of a "special program" consistent with this Letter of Understanding.

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
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

Effective July 1, 2019 \$ 2,570

Effective July 1, 2020 \$ 2,622

Effective July 1, 2021 \$ 2,674

upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.

- b. All employees identified will receive the annual recruitment allowance of

Effective July 1, 2019 \$ 2,570

Effective July 1, 2020 \$ 2,622

Effective July 1, 2021 \$ 2,674

as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.

- c. The allowance will be paid as a monthly allowance.

Signed this 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacquie Griffiths
For BCPSEA

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
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
Naghtaneqed 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 (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
69 - Qualicum (only part of district approved)	
False Bay School	Lasqueti
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 (<i>only part of district approved</i>)	
Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek
74 - Gold Trail (<i>only part of district approved</i>)	
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 (<i>entire district approved</i>)	
85 - Vancouver Island North (Entire District)	
87 - Stikine (Entire District)	
91 - Nechako Lakes (Entire District)	
92 - Nisga'a (Entire District)	
93 - Conseil Scolaire Francophone (<i>only part of district approved</i>)	
Ecole Jack Cook	Terrace

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 20 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 20 years of K – 12 and up to 20 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 20 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 20 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 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 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 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

Note: The ability to port 20 years (increased from 10 years) is effective July 1, 2020 as per Article C.2 *Seniority*.

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 their 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 they also obtain 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 they also obtain a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for their 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 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Revised with housekeeping March 26, 2020

Teri Mooring
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 twenty (20) 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 their 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:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

March 26, 2020

March 26, 2020

Note: The ability to port 20 years (increased from 10 years) is effective July 1, 2020 as per Article C.2 *Seniority*.

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]¹ / 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.

¹ The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.
SD No 69 – PCA Working Document July 1, 2019 – June 30, 2022
Final Version: June 28, 2021

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

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	June 30 th following an employee attaining age 75, or upon earlier retirement.
Prescription Drugs	
Drug Formulary	Blue Rx
Pay-Direct Drug Card	Yes
Per Prescription Deductible	\$0
Sexual Dysfunction	Covered
Oral Contraceptives	Covered
Fertility	\$20,000 Lifetime Maximum
Medical Services and Supplies	
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

Medical Services and Supplies continued	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
Vision Care	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
Paramedical Services	
Naturopath	\$900 per year
Chiropractor	\$900 per year
Massage therapist	\$900 per year
Physiotherapist	\$900 per year
Psychologist	\$900 per year
Speech therapist	\$800 per year
Acupuncturist	\$900 per year
Podiatrist/Chiropodist	\$800 per year

* Eye exams are subject to Pacific Blue Cross *Reasonable and Customary* limits.

LETTER OF UNDERSTANDING No. 10

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 11th day of April, 2013.

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

For School District 51

For Boundary Teachers'
Association

LETTER OF UNDERSTANDING NO. 11

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 Teacher Teaching on Call (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 experience 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 Article 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 31st, written notice from the employee to transfer must be received by the district no later than June 30th of the proceeding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th 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 31st, written notice from the employee to transfer must be received by the district no later than November 15th of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15th 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 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM A

Re: August 31st transfers for TTOC experience accrued up to and including June 30th

This constitutes my written notice under LOU No. 11 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 30th of the preceding school year for a transfer for TTOC experience credits earned up to and including June 30th to take effect on August 31st of the following school year.

TEACHER NOTICE: LOU 11 - TTOC EXPERIENCE TRANSFER REQUEST - FORM B

Re: December 31st transfers for TTOC experience accrued up to and including November 15th

This constitutes my written notice under LOU No. 11 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 15th of the school year for a transfer for TTOC experience credits earned up to and including November 15th to take effect on December 31st of the same school year.

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language

WHEREAS the Parties acknowledge that, as a result of the majority of the Supreme Court of Canada, adopting Justice Donald's conclusion that the *Education Improvement Act* was unconstitutional and of no force or effect, that the BCPSEA – BCTF collective agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* are restored.

AND WHEREAS the Parties further acknowledge that the Supreme Court of Canada's decision triggered Letter of Understanding No. 17 to the 2013 – 2019 BCPSEA – BCTF Provincial collective agreement which required the Parties to re-open collective agreement negotiations regarding the collective agreement provisions that were restored by the Supreme Court of Canada.

AND WHEREAS the Parties further acknowledge that Letter of Understanding No.17 required an agreement "regarding implementation and/or changes to the restored language".

AND WHEREAS this Memorandum of Agreement has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of Canada's Decision. As such, the Parties acknowledge that the re-opener process set out in Letter of Understanding No. 17 has been completed.

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

1. All students are entitled to equitable access to learning, achievement and the pursuit of excellence in all aspects of their education. The Parties are committed to providing all students with special needs with an inclusive learning environment which provides an opportunity for meaningful participation and the promotion of interaction with others. The implementation of this Letter of Understanding shall not result in any student being denied access to a school educational program, course, or inclusive learning environment unless the decision is based on an assessment of the student's individual needs and abilities.

Schedule "A" of All Restored Collective Agreement Provisions

2. The Parties have developed a Schedule of BCPSEA-BCTF collective agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* ("the restored collective agreement provisions") that will be

implemented pursuant to this Letter of Understanding. This Schedule is attached to this Letter of Understanding as Schedule "A".

Agreement to be Implemented

3. School staffing will be subject to the terms and this Letter of Understanding, comply with the restored collective agreement provisions that are set out in Schedule "A".

II. NON-ENROLLING TEACHER STAFFING RATIOS

4. All language pertaining to learning specialists shall be implemented as follows:

- A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
 - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
 - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
 - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
 - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
 - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule "A" to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this

provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

5. Where the local parties agree they prefer to follow a process that is different than what is set out in the applicable local collective agreement process and ancillary provisions, they may request that the Parties enter into discussions to amend those provisions. Upon agreement of the Parties, the amended provisions would replace the process and ancillary provisions for the respective School District and local union.
(Provisions to be identified in Schedule “A” to the Letter of Understanding).

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

6. The BCPSEA – BCTF collective agreement provisions regarding class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented as set out below:

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
 - B. Grade 1 classes shall not exceed 22 students;
 - C. Grade 2 classes shall not exceed 22 students;
 - D. Grade 3 classes shall not exceed 22 students.
7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
 8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

K-3 Superior Provisions to Apply

9. For primary and combined primary/intermediate classes where the restored collective agreement provisions provide for superior class size provisions beyond those listed in paragraphs 6 through 8 above, the superior provisions shall apply. [Provisions to be identified in Schedule “A” to this Letter of Understanding].

Class Size Language: 4-12

10. The BCPSEA-BCTF collective agreement provisions regarding Grade 4–12 class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented.

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

11. The BCPSEA-BCTF collective agreement provisions regarding class composition that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented. The Parties agree that the implementation of this language shall not result in a student being denied access to a school, educational program, course, or inclusive learning environment unless this decision is based on an assessment of the student's individual needs and abilities.
12. The parties agree that the August 28, 2019 Jackson Arbitration on *Special Education Designations* is binding on the parties and that Arbitrator Jackson maintains jurisdiction on the implementation of the award.

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

13. The Parties agree that paragraphs 14-16 of this agreement establish a provincial approach regarding the efforts that must be made to comply with the class size and composition provisions set out in Schedule "A" to this agreement and the remedies that are available where non-compliance occurs. This provincial approach applies to all School Districts and replaces all restored collective agreement provisions related to compliance and remedies for class size and composition. For clarity, the restored collective agreement compliance and remedy provisions that are replaced by this provincial approach are identified in Schedule "A" to this Letter of Understanding. The Parties commit to reviewing this provincial approach in the 2022 round of negotiations.

Best Efforts to Be Made to Achieve Compliance

14. School Districts will make best efforts to achieve full compliance with the collective agreement provisions regarding class size and composition. Best efforts shall include:
 - A. Re-examining existing school boundaries;
 - B. Re-examining the utilization of existing space within a school or across schools that are proximate to one another;
 - C. Utilizing temporary classrooms;

- D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:

- five students in grades K-3;
- four students for secondary shop or lab classes where the local class size limits are below 30, and;
- six students in all other grades.

These class size reductions shall not preclude a Superintendent from approving a smaller class.

Note: For the following School Districts, class sizes for K-1 split classes will not be reduced below 14 students:

- School District 10 (Arrow Lakes)
- School District 35 (Langley)
- School District 49 (Central Coast)
- School District 67 (Okanagan-Skaha)
- School District 74 (Gold Trail)
- School District 82 (Coast Mountain)
- School District 85 (Vancouver Island North)

- E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored collective agreement provisions regarding class size and composition;

- F. Completing the post-and-fill process for all vacant positions.

Non-Compliance

15. Notwithstanding paragraph 14, the Parties recognize that non-compliance with class size and composition language may occur. Possible reasons for non-compliance include, but are not limited to:

- compelling family issues;
- sibling attendance at the same school;
- the age of the affected student(s);
- distance to be travelled and/or available transportation;
- safety of the student(s);
- the needs and abilities of individual student(s);
- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

Remedies for Non-Compliance

16. Where a School District has, as per paragraph 14 above, made best efforts to achieve full compliance with the restored collective agreement provisions regarding class size and composition, but has not been able to do so:

- A. For classes that start in September, the District will not be required to make further changes to the composition of classes or the organization of the school after September 30 of the applicable school year. It is recognized that existing “flex factor” language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

For classes that start after September, the District will not be required to make further changes to the composition of classes or the organization of schools after 21 calendar days from the start of the class. It is recognized that existing “flex factor” language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

- B. Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 1st (or 22 calendar days from the start of the class) as follows:

$$(V) = (180 \text{ minutes}) \times (P) \times (S1 + S2)$$

V = the value of the additional compensation;

P = the percentage of a full-time instructional month that the teacher teaches the class;

S1 = the highest number of students enrolled in the class during the month for which the calculation is made minus the maximum class size for that class;

S2 = the number of students by which the class exceeds the class composition limits of the collective agreement during the month for which the calculation is made;

Note: If there is non-compliance for any portion of a calendar month the remedy will be provided for the entire month. It is recognized that adjustments to remedies may be triggered at any point during the school year if there is a change in S1 or S2.

- C. Once the value of the remedy has been calculated, the teacher will determine which of the following remedies will be awarded:
- i) Additional preparation time for the affected teacher;
 - ii) Additional non-enrolling staffing added to the school specifically to work with the affected teacher's class;
 - iii) Additional enrolling staffing to co-teach with the affected teacher;
 - iv) Other remedies that the local parties agree would be appropriate.

In the event that it is not practicable to provide the affected teacher with any of these remedies during the school year, the local parties will meet to determine what alternative remedy the teacher will receive.

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

1. The parties acknowledge that the collective bargaining process for the renewal of the current collective agreement fell short of achieving their goals and objectives for their respective members.
2. During the collective bargaining / mediation process it was felt that there needs to be an avenue to discuss and find resolution to workplace issues that will assist them in the next round of collective bargaining. Issues discussed during bargaining were bargaining structure, application of Best Efforts, Preparation Time and resolution of outstanding grievances where possible to assist them in the next round of Collective Bargaining.
3. The committees set out in points 4, 5 and 6 below shall enter into a Section 53 process within four (4) months, or another period as mutually agreed to by the parties, following the commencement of the 2020-2021 school year.
4. A tripartite committee consisting of representatives from BCPSEA, BCTF and government will meet to discuss bargaining structures during the Section 53 process.

If consensus cannot be reached, the mediator assigned to the Section 53 process may issue recommendations which may be accompanied by a summary report or covering letter which describes the intent of the recommendations.

The parties agree to take the mediator's recommendations to a vote of their respective members.

5. The parties agree in principle with the replacement of Best Efforts in *Letter of Understanding #12 – Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language* with a district-based process.

Implementation shall be subject to an agreement through a bipartite process.

If consensus cannot be reached, the mediator assigned to the Section 53 process may issue recommendations which may be accompanied by a summary report or covering letter which describes the intent of the recommendations.

If the parties reach a voluntary agreement or recommendations are issued and accepted by both parties, and sufficient ongoing savings are generated, then the parties agree to a *Retention Initiative Dividend (RID)* of up to one percent (1%) which shall be applied to the top step of the salary grid.

The Retention Initiative Dividend (RID) shall be effective July 1, 2021.

6. The parties agree to discuss scheduling of secondary preparation time and provision of Adult Education Teacher preparation time in a bipartite process.

If consensus cannot be reached, the mediator assigned to the Section 53 process may issue recommendations which may be accompanied by a summary report or covering letter which describes the intent of the recommendations.

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

Employees in School Districts No. 61 (Greater Victoria), No. 64 (Gulf Islands), No. 85 (Vancouver Island North), No. 92 (Nisga'a), and No. 93 (Conseil Scolaire Francophone de la Colombie-Britannique) who have leaves in excess of those provided for in G. 11 *Cultural Leave of Aboriginal Employees* shall maintain those leaves.

For clarification, the new leave provisions of Article G.11 are not in addition to the current provisions contained in local collective agreements.

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

The parties commit to further discussions on the provision of Maternity/Pregnancy Supplemental employment Benefits.

Discussions will take place prior to June 30, 2020.

Any agreement reached will be in the form of a Mid Contract Modification.

If the parties cannot reach agreement on this issue, the grievance that has been held in abeyance will proceed to arbitration.

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

A one-time lump sum of Twelve Million Dollars (\$12,000,000) will be prorated between the sixty (60) school districts. The parties agree that BCTF shall determine how to allocate the Twelve Million Dollars (\$12,000,000) for early career teachers to engage in mentorship opportunities

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

The parties will meet within four (4) months of the date of ratification, or another date mutually agreed to by the parties, to address the potential resolution of selected outstanding grievances related to non-enrolling caseloads, best efforts and failures to fill resulting from the implementation of the restored language.

LOCAL LETTERS OF UNDERSTANDING

AGREEMENT

Between

The Mount Arrowsmith Teachers' Association (MATA)

And

The Board of School Trustees of School District No. 69 (Qualicum)

RE: SCHOOL YEAR CALENDARS – 2019-2022

On a without prejudice and precedent basis, the parties noted below agree to the implementation of the attached School Year Calendar for the 2019-2022 school years, which include a break period in March and two common conferencing adjustment days, one in the fall and one in the spring.

Further, the parties noted below agree, without prejudice to either party's position for future years, to the following collective agreement modifications:

1. PASS-Woodwinds Alternate School:

- a. The Teacher-Teaching-on-Call daily rate of pay, when replacing a teacher who is working a four-day week, will be 1.25.
- b. Employment Insurance and pensionable service will be grossed up to reflect the 1.25 day.
- c. The school will make Teachers-Teaching-on-Call aware if they have an altered work day, and postings for positions at PASS-Woodwinds Alternate School will include information about the altered hours of work.
- d. For teachers who do not work Fridays, adjustments will be made to the days PASS-Woodwinds Alternate School teachers work to accommodate non-instructional days that fall on Fridays.

2. False Bay School:

- a. The Teacher-Teaching-on-Call daily rate of pay, when replacing a teacher at False Bay School who is working an alternate schedule, will be 1.05. (2020-2021 with futures years to be confirmed)
- b. Employment Insurance and pensionable service will be grossed up to reflect the 1.05 day.

3. CEAP:

- a. Postings for positions at CEAP will include information about the 12-month calendar at CEAP.

4. School District:

- a. Teachers-Teaching-on-Call, other than those referenced at PASS-Woodwinds Alternate School and False Bay School, will continue to be paid at a daily rate of 1.0.
- b. The break period in March will not constitute a break in service for the purposes of a retroactive appointment to a temporary contract.

5. Conferencing Days:

- a. The parties also agree, on a without prejudice basis, to common days across the district for the purpose outlined in Article D.20.4.b.

This agreement will be implemented effective 01 July 2019 and will remain in effect until 30 June 2022.

DATED this _____ day _____, 2020, at Parksville, British Columbia.

Signed for the
Board of School Trustees
of School District 69 (Qualicum)

Signed for the
Mount Arrowsmith
Teachers' Association (MATA)

Gillian Wilson
Assistant Superintendent

Debbie Comer
President, MATA

For BCPSEA

For BCTF

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