

**WORKING DOCUMENT**

**PROVINCIAL AND LOCAL MATTERS AGREEMENT**

**- BETWEEN -**

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 22 (VERNON)/  
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
(The "Employer")**

**AND**

**VERNON TEACHERS' ASSOCIATION/  
BRITISH COLUMBIA TEACHERS' FEDERATION  
(The "Local")**

**Effective July 1, 2019 to June 30, 2022**

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 Public Education Labour Relations Act, as those terms and conditions are applicable to this School District. In the event of dispute, the original source documents would be applicable.

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## PREAMBLE

The parties have entered into this Agreement with the understanding that they recognize and share the following goals:

The provision of a high quality of education for the students of the District;  
Harmonious relations among trustees, administrative staff and teachers;  
Resolution of matters of mutual concern through joint discussion; The  
efficient operation of schools.

## **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. 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.
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.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
  - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
  - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.

- c.
  - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
  - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

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

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the Board of Education for School District No. 22 (Vernon) recognizes the local in the Vernon Teachers' Association as the teachers' union for the negotiation in S.D. No. 22 (Vernon) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in S.D. No. 22 (Vernon) subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

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



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

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

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

1.     Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2.     In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.

3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher teaching on call (TTOC) costs shall be borne by the employer.
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.

#### **Local Provisions:**

5. Continuing committees shall elect their own chairperson. Ad hoc management task related committees shall have a District staff person as chairperson.

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

#### **1. Preamble**

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

#### **Steps in Grievance Procedure**

#### **2. Step One**

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

3. **Step Two**

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

4. **Step Three**

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

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

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

5. **Omitting Steps**

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

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

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.

- b. The referral to arbitration shall be in writing and should note that it is a “local matters grievance.” The parties shall agree upon an arbitrator within ten (10) working days of such notice.

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

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a “provincial matters grievance,” as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a “provincial matters grievance.” The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.

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

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

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

## 9. General

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

- ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
- iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

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

### **1. Scope**

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

### **2. Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.

- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

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

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

4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

**Local Provisions:**

5. Release time with pay shall be provided to no more than four (4) members of the Association bargaining committee to conduct contract negotiations. Under normal circumstances, the Association shall request leave under this Article at least three (3) days in advance.
6. The cost of teachers teaching on call for teachers given release time with pay under this Article shall be shared equally by the Board and the Association.

**ARTICLE A.9        LEGISLATIVE CHANGE**

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



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

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

## **ARTICLE A.20      NO CONTRACTING OUT**

1.      The Board shall not contract out the provisions of educational services, the designing, supervision and assessment of educational programs or any other duties that would normally and regularly be performed by a teacher, except where there is mutual agreement between the Board and the Association.

## **ARTICLE A.21      CERTIFIED EDUCATION ASSISTANTS**

1.      All Certified Education Assistants hired to assist teachers in carrying out their responsibilities and duties shall be under the immediate instructional supervision of teachers. Teachers shall not be required to evaluate Certified Education Assistants.
2.      Certified Education Assistants shall not assume the direct instructional responsibility for providing educational programs to students or groups of students, but may assist the teacher in:
  - a.      providing assistance to individual students and groups of students;
  - b.      carrying out informal assessment activities related to individual student goals;
  - c.      monitoring and recording student progress:

- d. providing information for home/school communications by the teacher;
  - e. maintaining student records required by school, school district or provincial policy;
  - f. providing direction to students related to educational matters or the student's individual program.
3. Certified Education Assistants shall not be used as alternatives for qualified professional personnel.

#### **ARTICLE A.22      RELEASE TIME FOR TEACHER ACTIVITIES**

- 1. Any Association member who holds an executive position in the Association, B.C.T.F. or C.T.F. or who is serving on a Representative Assembly, or committee or task force of the Association, B.C.T.F. or C.T.F., or as a member of the Teacher Regulation Branch, shall be entitled to leaves of absence with pay from teaching duties in order to carry out the business of the Association, B.C.T.F., C.T.F. or the Teacher Regulation Branch.
- 2. Such release time from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the cost of the teacher teaching on call.
- 3. If an Association member is elected to a full-time position with the B.C.T.F. or C.T.F., leave of absence without pay shall be granted for the duration of that member's office.
- 4. If an Association member is appointed to a position with the administrative staff of the B.C.T.F. or C.T.F., leave of absence without pay shall be granted for a maximum period of four (4) years.
- 5. An Association member returning from such leave must inform the Board at the earliest possible date but not later than May 31, and shall be assigned to a position similar to the one they left or one that is mutually acceptable.

## **ARTICLE A.23      EXCLUSIONS FROM BARGAINING UNIT**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties.
  - a. Any exclusion shall be determined on the basis that the position involves:
    - i. any of the functions outlined in the Labour Relations Code as the basis for exclusion from the definition of an "employee"; or
    - ii. the functions of a director of instruction as provided by the School Act; or
    - iii. includes any duties regarding the supervision and evaluation of teachers as designated to principals and vice- principals in the School Act.
  - b. Failure by the parties to reach mutual agreement shall result in the parties referring the matter directly to arbitration pursuant to Article A.6 (P.C.A.6).
  - c. The Board shall notify the Association of any newly created position offered in the District, including a written description of the position, prior to posting.
  - d. Any newly created position requiring a teaching certificate shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties. The provisions of Article A.23.1.a and A.23.1.b shall apply.

## **ARTICLE A.24      STAFF REPRESENTATIVES**

1. A school staff representative who is elected in accordance with the Association procedures has the right to:
  - a. Convene meetings of Association members on the school premises to conduct Association business provided that the meeting does not take place during class time, the regular assigned duties of Association members continue, and usual booking procedures are followed;
  - b. Be relieved of instructional duties with no loss of pay when attending a meeting under the grievance procedure during class time;
  - c. Be relieved of all supervision duties in order to be available to members.

2. Where two (2) or more employees share a single staff representative role, they shall also share the right of a single staff representative to be relieved from the supervision duties as set out in A.24.1.c above.

## **ARTICLE A.25      PRESIDENT'S RELEASE TIME**

1. The Board hereby agrees to release the president of the Association from teaching duties for 100% (time).
2. The Board will continue to pay the president their salary and to provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement.
3. For purposes of pension, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board.
4. The president shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness. Such days or partial days shall be deducted from the president's accumulated sick leave credits.
5. When the president is on sick leave, the vice-president or delegated person, when necessary, shall be granted leave of absence to replace the president. The Association shall pay the costs of a teacher teaching on call, for the period of such replacement, to the Board.
  - a. 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 providing that this position continues to exist.
  - b. If the teacher's original position no longer exists, the teacher shall be placed in an equivalent position in accordance with transfer practices in the District.
  - c. A teacher shall be entitled to placement under Article A.25.5.a and A.25.5.b only at the beginning of a school year. A teacher returning to full teaching duties during a school year shall be placed in an appropriate position after consultation with the teacher and the Association, with entitlement to placement under Article A.25.5.a and A.25.5.b at the commencement of the next school year.

## **ARTICLE A.26      HOME EDUCATION**

1. Educational services that may be required for home education students, as defined in School Act Division 4 (12 & 14), regulation Section 3, shall normally be provided by members of the bargaining unit but may be provided by Administrative Officers.
2. A teacher assigned responsibility for provision of educational services to home schooled students shall normally be a teacher with District educational support responsibilities.
3. A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable time to enable them to provide such services.
4. In the event a home education student is assigned to a classroom teacher on a regularly scheduled basis, then it will be recognized in the allotment of that teacher's assignment

## **ARTICLE A.27      SCHOOL STAFF COMMITTEES**

1. Establishing Staff Committee

Each school staff shall have the right to form a staff committee structure which promotes and facilitates a democratic, collegial process in school-based decision making.

2. Size and Make-Up

- a. Staff Committees may consist of the total staff or a representative committee elected by the staff as a whole.
- b. The staff committee shall include a representative of the school administration.

3. Operational Procedures

- a. The size, composition, tenure and operational procedures of the staff committee shall be determined by a majority vote of the school staff.
- b. Copies of the procedures for each school shall be filed with the Association and the Board no later than June 30 of the current school year.
- c. Subsequent amendments shall be submitted to the Association and the Board when they come into effect.

4. Areas of Responsibility

A staff committee's role may include the following:

- a. The development and maintenance of effective communication and consultative processes throughout the school;
- b. The review of school policies and procedures and the development of recommendations for improvement;
- c. Receiving and making recommendations on matters of concern presented by staff.

5. Implementation

- a. The school administration shall not arbitrarily refuse to implement the recommendations of the staff committee or the majority decisions of a staff meeting.
- b. In a case where an administrative officer rejects a recommendation of a staff committee or a majority decision of a staff meeting, they will submit the reasons for rejection in writing to the staff committee.

**ARTICLE A.28 BULLETIN BOARDS**

- 1. The Association shall have the use of a bulletin board in each school staff room.

**ARTICLE A.29 ACCESS TO FACILITIES**

- 1. The Association shall have reasonable access to use of school facilities and equipment for meetings.

**ARTICLE A.30 INTERNAL MAIL**

- 1. The Association shall have reasonable access to inter-school mail.
- 2. All employees shall have access to district email services for district-related business.

## **ARTICLE A.31      ACCESS TO INFORMATION**

On request, the Board will provide the following information to the Association:

1. A list of employees in the bargaining unit showing their names, addresses, phone numbers (except those which are specifically unlisted), grid placement, seniority and staff assignment;
2. Notification of appointments, reassignments, transfers, resignations and retirements;
3. Notification of available teaching positions at the time of publication;
4. Notification of suspensions and terminations as they occur;
5. Agendas and minutes of all public Board meetings and all attachments thereto when issued;
6. The audited financial statements as approved by the Board in the form submitted to the Ministry of Education;
7. The preliminary budget as approved by the Board in the form submitted to the Ministry of Education;
8. The final budget as approved by the Board in the form submitted to the Ministry of Education;
9. On request, other financial and budget information normally provided to the public.
10. The Board shall provide the Association a record of each employee's FTE at each worksite as of September 30<sup>th</sup> each school year.

## **ARTICLE A.32      PICKET LINES**

1. All employees covered by this Agreement shall have the right to refuse to cross a duly constituted picket line arising out of a labour dispute as defined by the Labour Relations Code. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
2. Failure to cross a legal picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action by the Board.

3. The Board shall not require employees covered by this Agreement to perform work normally performed by employees engaged in a strike, or locked out, nor shall the Board direct employees covered by this Agreement to request pupils to carry out such duties.
4. Teachers shall not be required to perform any of the duties which would normally be performed by employees on a legal strike or legal lock out.

#### **ARTICLE A.33      RIGHT OF REPRESENTATION**

1. An employee has the right to have a representative(s) of the Association and / or the BCTF in attendance at any meeting pertaining to Collective Agreement matters between the employee and a representative of the employer.
2. An employee, or their representative, shall have the right to suspend or postpone a meeting between the employee and a representative of the employer in order to seek timely assistance, advice, or information from the Association.
3. When such meetings are held during instructional hours, the representative(s) of the Association and the affected employee(s) shall be released from professional duties without loss of pay.

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

1. The employer shall make available a copy of the Collective Agreement on the employer website within thirty (30) working days of the Collective Agreement's availability.



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

### **ARTICLE B.1        SALARY**

1.     The local salary grids are amended to reflect the following general wage increases:
  - a.     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
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.
3.     The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c 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
4.     The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
  - a.     Per Diems
  - b.     Housing
  - c.     Pro D (unless formula-linked to the grid)
  - d.     Clothing
  - e.     Classroom Supplies
5.     Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.

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.

#### Local Provisions:

#### 4. Salary Grids

July 1, 2019 – 2.0%

Step		Cat 4		Cat 5		Cat 5+		Cat 6
0		\$ 47,836		\$ 52,297		\$ 56,173		\$ 57,534
1		\$ 50,406		\$ 55,136		\$ 59,197		\$ 60,624
2		\$ 52,978		\$ 57,974		\$ 62,219		\$ 63,711
3		\$ 55,549		\$ 60,811		\$ 65,242		\$ 66,801
4		\$ 58,121		\$ 63,650		\$ 68,267		\$ 69,888
5		\$ 60,692		\$ 66,488		\$ 71,290		\$ 72,977
6		\$ 63,263		\$ 69,325		\$ 74,313		\$ 76,065
7		\$ 65,835		\$ 72,164		\$ 77,336		\$ 79,154
8		\$ 68,405		\$ 75,002		\$ 80,361		\$ 82,243
9		\$ 73,107		\$ 77,839		\$ 83,383		\$ 85,331
10		\$ -		\$ 83,097		\$ 88,998		\$ 91,073

July 1, 2020 – 2.0%

Step		Cat 4		Cat 5		Cat 5+		Cat 6
0		\$ 48,793		\$ 53,343		\$ 57,297		\$ 58,685
1		\$ 51,414		\$ 56,239		\$ 60,381		\$ 61,836
2		\$ 54,037		\$ 59,133		\$ 63,463		\$ 64,985
3		\$ 56,660		\$ 62,028		\$ 66,547		\$ 68,137
4		\$ 59,283		\$ 64,923		\$ 69,632		\$ 71,286
5		\$ 61,906		\$ 67,817		\$ 72,716		\$ 74,436
6		\$ 64,529		\$ 70,712		\$ 75,799		\$ 77,587
7		\$ 67,152		\$ 73,607		\$ 78,883		\$ 80,737
8		\$ 69,773		\$ 76,502		\$ 81,968		\$ 83,887
9		\$ 75,301		\$ 79,396		\$ 85,051		\$ 87,038
10		\$ -		\$ 85,590		\$ 91,668		\$ 93,805

July 1, 2021 – 2.0%

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 54,410	\$ 58,443	\$ 59,858
1	\$ 52,443	\$ 57,364	\$ 61,588	\$ 63,073
2	\$ 55,118	\$ 60,316	\$ 64,733	\$ 66,285
3	\$ 57,793	\$ 63,268	\$ 67,878	\$ 69,500
4	\$ 60,469	\$ 66,222	\$ 71,025	\$ 72,712
5	\$ 63,144	\$ 69,174	\$ 74,170	\$ 75,925
6	\$ 65,819	\$ 72,126	\$ 77,315	\$ 79,139
7	\$ 68,495	\$ 75,079	\$ 80,461	\$ 82,352
8	\$ 71,169	\$ 78,032	\$ 83,607	\$ 85,565
9	\$ 76,807	\$ 80,984	\$ 86,752	\$ 88,779
10	\$ -	\$ 87,302	\$ 93,501	\$ 95,681

## ARTICLE B.2 TTOC PAY AND BENEFITS

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
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.
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.
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.

6. Rate of Pay:
  - a. An Employee who is employed as a teacher teaching on call 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.

**Local Provisions:**

7. In the event that the teacher teaching on call's assignment is interrupted by the return to work of a teacher who subsequently is absent within one (1) working day, the teacher teaching on call shall be reassigned and the assignment shall proceed as if it had not been broken for salary or contract provisions which depend upon the length of assignment.
8. A teacher teaching on call's assignment will not be interrupted by non-instructional days or by illness. A teacher teaching on call shall be required to attend any non-instructional day(s) which occurs during their assignment and shall be paid for such day(s).
9.
  - a. Effective July 1, 2013 through September 18, 2014, a teacher teaching on call who works for a total of one hundred and sixty (160) full-time days of on call time will receive credit for one year's teaching experience and a one step increase on the increment scale. Payment on the new experience level shall begin the following month. Temporary assignments will not be included in this calculation.
  - b. Effective September 19, 2014, teacher teaching on call experience credit and increments are accrued in accordance with Article C.4 Teacher Teaching on Call Employment.
10. A teacher teaching on call who has taught in an extended day school for the entire week (Monday A.M. to Friday noon) shall be paid for five (5) days. They shall be expected to stay and work in that school on Friday afternoon.
11. The Board shall maintain a list of persons who are qualified and have agreed to act as teachers teaching on call. The Board shall forward a copy of such a list to the Association in the month of September and in the month of January in each school year in addition to monthly updates.
12. Call Out
  - 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 salary.

- b. A teacher teaching on call assigned to a school for a half day and not utilized, or utilized for only a portion of the half-day, shall be paid for a half-day.
  - c. No assignment shall be for less than one-half of a day.
  - d. A teacher teaching on call may be assigned additional duties during that period for which they are paid only when the teacher teaching on call is paid for a full day, or half-day, to replace a part-time teacher whose instructional assignment, inclusive of preparation time, is less than the full day or half day.
  - e. A teacher teaching on call who is assigned to an extended day school shall be paid 60% of their daily rate for working the morning and 50% of their daily rate for working in the afternoon. If assigned to work a full day in an extended day school, a teacher teaching on call will be paid at the full day rate of 100%.
  - f. A teacher teaching on call shall be paid 60% of their daily rate for working in the morning and 50% of their daily rate for working the afternoon. If assigned to a full day, a teacher teaching on call shall be paid at the full day rate of 100%.
13. A teacher teaching on call whose assignment is less than a full day but is required to offer instruction on both "sides" of the lunch break will be paid for a full day and, at the discretion of the principal, shall be required to offer a full day's service to that assignment.
14. A teacher teaching on call in the same assignment for more than twenty (20) days will receive one and a half (1.5) days of sick leave per month available for use on that assignment and any future assignments of more than twenty (20) days. As well, a teacher teaching on call in this category will be expected to be in attendance at all non-instructional days and will receive pay for those days.
15. Subject to the availability of suitable qualified employees, a teacher teaching on call shall be required to hold a valid B.C. teaching certificate.

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

Does not apply in School District No. 22 (Vernon).

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

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

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

1.     In this Article:
  - a.     "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b.     "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2.     Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3.     The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4.     The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5.     The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6.     If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any

missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

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

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

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

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

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

PCA B.7.2 is not applicable in S.D. No. 22 (Vernon).

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

### **Local Provisions:**

### **3. Reimbursement of Personal Property**

- a. Equipment, Teaching Aids or Other Personal Material:  
Compensation will be paid to teachers to the extent of the minimum deductible offered on a standard homeowner policy, whose personal property is lost or damaged while it is located on school premises provided:
  - i. each article is registered with the Administrative Officer at the beginning of the period of time it is kept in the school;
  - ii. the property is in the school to be used for the purpose of aiding instruction;
  - iii. the loss or damage is not the result of negligence on the part of the teacher claiming the compensation;
  - iv. that payment will be limited to two hundred dollars (\$200.00) per incident or the actual cost, whichever is lesser,
  - v. the teacher is not eligible for compensation for the damage under another fund or policy of insurance.

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

PCA Article B.8 is not applicable in School District No. 22 (Vernon). [See Article B.9 Pay Periods.]



## **ARTICLE B.9        PAY PERIODS**

PCA Articles B.9.1 through B.9.3 are not applicable in SD. No. 22 (Vernon).

### **Local Provisions:**

4. Continuing contract teachers with a minimum of one year's service with the Board shall be eligible to receive payment by the 10-month payment option, pursuant to Article B.9.4.a or the 12-month option, pursuant to Article B.9.4.b.

- a. **10-MONTH PAYMENT OPTION**

Teachers shall be paid on a ten month basis and shall be paid on the 16<sup>th</sup> (mid-month advance) and the last teaching date of each month, September through June, except December. Deductions shall be made at the end of each month. Mid-month advance amounts will be a flat amount which shall not be less than two percent (2%) of the annual basic salary schedule maximum rate in each category.

- b. **12-MONTH OPTION**

- i. Teachers electing this option for each following year must inform the board in writing prior to June 1<sup>st</sup> of the current year.
- ii. A cash advance in the amount of 1/12 (one twelfth) of the gross annual salary shall be made on August 31<sup>st</sup> of each current year.
- iii. Repayment of the August 31<sup>st</sup> advance shall occur in equal amounts from the following September to January and deductions for the July 31<sup>st</sup> payment in the subsequent year shall occur in equal amounts from February through June.
- iv. In the event that a teacher leaves the employ of the Board prior to repayment in full, the amount outstanding will be deducted from that teacher's final cheque. The teacher will be responsible, in any event, for the unpaid cash advance.

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

PCA Articles B.10.1 and B.10.2 are not applicable in School District No. 22 (Vernon). See Article B.10.5 below.

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.

[PCA Article B.10.4 does not apply in School District No. 22 (Vernon).]

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

### **Local Provisions:**

5. Mileage 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 current Board rate per kilometre. This includes travel between work sites as required on a regular basis.

## **ARTICLE B.11 BENEFITS**

1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.
2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
3. Teachers Teaching on Call (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.
4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

Note: this language applies only where the local union has voted to adopt the Provincial Extended Health Benefit Plan.

## **Local Provisions:**

### **5. Eligibility for Benefits**

Employees who are full-time and regular part-time teachers (including those employee groups deemed teachers for benefits application purposes) and their dependants shall be eligible for payment by the Board of its full share of the costs of all benefits provided by this Agreement, regardless of the percentage of time taught, as the conditions of the benefit contract permit and as specifically provided for in the following benefit clauses.

### **6. Board's Obligation**

- a. The Board shall provide a 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 so be noted by the teacher and kept on file by the Board.

- b. The Board shall advise all new teachers at the end of the first month of employment, and any teacher upon request, of those benefit plans available to teachers, the cost of those plans, and of those plans in which the teacher is enrolled.

### **7. Medical Plan**

The Board shall pay 85% of the cost of premium for the Provincial medical health plan.

### **8. Extended Health Benefits**

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

### **9. Dental Plan**

The Board shall pay 90% of the premium cost of a mutually agreed Dental Plan. For teachers hired after December 31, 1978, participation in the plan shall be a condition of employment.

### **10. Group Life Insurance**

- a. The Board shall pay 100% of net premium cost of a mutually acceptable group life insurance plan for each participating teacher.

Teachers in the employ of the Board as of December 31, 1975 shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.

The Board assumes full payment of premiums for the \$500 group life retirement policies currently in force, but does not assume responsibility to initiate or pay for any further retirement policies from January 1, 1970.

- b. The B.C.T.F. Optional Term Life Insurance Plan will be instituted by the Board with the teachers paying 100% of the premium cost.

#### 11. Salary Indemnity Plan

Participation in the B.C.T.F. Teachers Salary Indemnity Plan shall be a condition of employment for all teachers appointed to the District after January 1, 1978. The premiums for this plan shall be paid totally by the teachers. The Board shall remit monthly to the B.C.T.F. (Salary Indemnity Fund) the teachers' share of the savings resulting from reduced Unemployment Insurance Premiums.

#### 12. Accidents Covered By Workers' Compensation

An employee prevented from performing their regular work with the employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Workers' Compensation Act, shall receive from the employer the difference between the amount payable by the Workers' Compensation Board and their regular salary to a maximum of six (6) months, provided that such employee shall not be entitled to use their sick leave credits for time lost during the said six (6) month period by reason of any such disability.

#### 13. Death In Service

- a. In the event of the death of a teacher in the employ of the Board, the Board shall pay to the widow or widower of the deceased, or if there be no widow or widower to those relatives of the employee, if any, who are directly dependent on the employee's salary for their livelihood, the salary for the days taught in the month in which the employee died, plus one additional month's salary.
- b. The Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of three (3) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision.

14. Maintenance of Benefits During Leave

- a. For those benefits capable of being maintained, any employee granted leave of absence shall have their benefits maintained by the Board during the period of leave by notice of the teacher, upon the Board receiving pre-payment of the total premiums applicable during the leave of absence.
- b. The Board will continue to pay its share of the premium payments for the medical plan, E.H.B., dental plan and group life insurance during the period, not exceeding one (1) year, that a teacher is on medical leave of absence and in receipt of the British Columbia Teachers Federation Salary Indemnity Plan-Short Term benefits and for one (1) further calendar year beyond the expiry of Salary Indemnity Plan - Short Term benefits where the teacher is in receipt of benefits from the Salary Indemnity Plan - Long Term.

15. Employee Assistance Plan

- a. The Board agrees to provide an Employee Assistance Plan and pay 85% of the cost of this plan.
- b. The Board agrees to discuss the range of services provided.

**ARTICLE B.12      CATEGORY 5+**

1. Eligibility for Category 5+

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

2. Criteria for Category 5+
  - a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
  - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.
4. Application for Category 5+
  - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
  - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

**ARTICLE B.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 PAYMENTS**

1. Payment Above Scale

The salary schedule is a basic scale. However, by agreement of the Board and the Association, a higher salary on the grid may be paid than the qualifications and the experience of the teacher would normally command.

2. Salary Protection

No teacher currently on staff shall incur a reduction in basic salary only because of the implementation of this Agreement.

### 3. Daily Rate of Deduction

- a. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher. This calculation is to be used for deductions that are outside the control of the individual teacher (ie. government legislated reductions, withdrawal of services).
- b. A continuing or temporary contract teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days.
- c. For purposes of Article B.20.3.b, the prescribed days on which the teacher is on authorized leave of absence shall be deemed to be a day of work, and deductions (if any) which are authorized by this Agreement or the School Act in respect of such leave of absence shall be made from the monthly payment provided in Article B.20.3.d.
- d. In the event that a temporary or continuing contract commences on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be:

$$\frac{\text{No. of days taught in month} \times 1/10 \times \text{current annual salary}}{\text{No. of prescribed days in month}}$$

## **ARTICLE B.21 PLACEMENT ON SCHEDULE**

### 1. Initial Placement

- a. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service (subject to Article B.20.1 of this Agreement and in accordance with years of experience as determined by Article B.21.2) of this Agreement.
- b. At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement, the requirement to advise the Board if any delay is expected in meeting the deadlines and the procedures for redesignation and appeal of any decision with respect to scale placement.
- c. Within three (3) months of appointment to the District, each teacher shall submit all documentation required by the Board to the Director of Instruction or Designate to establish salary placement. Upon appointment, each teacher shall be advised by the Board of documentation required.

- d. The teacher shall be responsible for advising the Board, in writing, if unavoidable delays in obtaining the documentation necessitate an extension of the time limit and shall request an extension.
- e. The Board shall grant a request for extension of the time limits where there are reasonable grounds for the request.
- f. Each teacher appointed to the District will be placed on grid at Category 4 step zero experience until all documentation is provided to the Board. The Board's responsibility for retroactive pay in the event of late submission of documentation is limited to the school year in which such documentation is submitted.
- g. In the event a teacher's qualifications change in a way which affects placement on the grid, they shall submit to the Director of Instruction or Designate the necessary documentation and a request for change of grid placement forthwith. The Board's responsibility in implementing any resulting change in grid placement is limited to the school year in which such documentation and request is submitted.
- h. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
- i. 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 Salary Grid Placement Committee for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in Article A.6 of this contract will apply.

The Salary Grid Placement Committee shall be a joint committee of the Association and the Board. It shall be made up of two members chosen by the Association and two members chosen by the Board. It shall consider all appeals related to salary grid placement.

## 2. Experience

### a. Increment Date

An increment will be awarded on the first of the month following the date on which the applicable experience accumulation is earned.



An increment will be awarded upon the accumulation of ten (10) months of full-time teaching experience. Credit for teaching experience shall include recognition of experience accumulated according to Article B.2.9 of this Agreement. Accumulation of partial months of experience credits will be calculated in the same manner as partial months of teaching. (refer to Article B.20.3).

[Note: Effective September 19, 2014, experience credit and increments for teachers teaching on call are accrued in accordance with Article C.4 (Teacher Teaching on Call Employment) and Letter of Understanding No. 11.]

b. Definition of Experience

Full recognition to the category maximum for experience gained in:

- i. Professional employment as a member of an accredited university or college faculty if the member holds a valid teacher certificate and the total load is nine (9) hours or more a week for a full academic year.

Eight (8) months of full-time employment or its equivalent shall constitute a year's experience for increment purposes for accredited university or college faculty experience.

- ii. Professional employment by the Ministry of Education of British Columbia while holding a valid teacher certificate.
- iii. Ten (10) months of full-time employment or its equivalent, as defined in Article B.21.2.b.iv and B.21.2.b.v shall constitute a year's experience for increment purposes.
- iv. Periods of part-time teaching and short-term appointments may be added together for an accumulation of years of experience credit.
- v. Absence while on paid sick leave, paid educational leave, the first twenty-four weeks of maternity leave, and the first twenty-four weeks of adoption leave shall carry full experience credit.
- vi. Full-time service to the local Association or the British Columbia Teachers Federation shall carry full experience credit. Part-time service shall be credited for part-time teaching.
- vii. Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A.

c. Private School Experience

On application to the Director of Instruction or Designate, a teacher may be granted experience credit for teaching in private schools in Canada or other schools or institutions not specified in Article B.21.2.b.

d. Related Experience

Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with not more than five (5) years experience in addition to those recognized for teaching experience up to the maximum of the category on which they are paid. The Director of Instruction or Designate shall evaluate such experience.

e. Category 4 (B. Ed. Elementary)

Only teachers in Category 4 with a Bachelor of Education (Elementary) degree who received an allowance of \$300.00 in 1978 shall continue to receive said allowance.

## **ARTICLE B.22 PART-TIME TEACHERS PAY AND BENEFITS**

1. Salary

Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of an instructional week worked, inclusive of preparation time. The length of the instructional week shall be as determined by the Board in conformity with the School Act and Regulations.

The length of the instructional week for a part-time teacher shall be the number of hours of instructional time plus that portion of time that relates to the average unassigned time of a regular full-time teacher in the same school, in the same proportion that the assigned instructional time of the part-time teacher relates to the assigned instructional time of the full-time teacher.

2. Benefits

Part-time teachers shall be entitled to participate in all benefit plans, subject to the eligibility requirements of each plan.

3. Sick Leave

A part-time teacher shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.

4. Part time teachers shall be required to attend all non-instructional days, staff development, professional development, curriculum development, curriculum/ed.change and implementation days. Part time teachers working on a regular rotating schedule as in secondary schools will be paid as full-time teachers on those days. All other part-time teachers will have the actual balance of their teaching day adjusted so as to be paid as a full time teacher. Should the part- time teacher not be working that day, they shall be required to attend and shall be paid as a full time teacher.

- a. For secondary part-time teachers, the Board will pay the complement of the teacher's appointment on all non-instructional days. For example, a secondary part-time teacher with a 0.625 F.T.E. appointment will be paid an additional 0.375 as per the teacher's qualifications and experience.

5. If a part-time teacher substitutes in their own class or in an assignment which is substantially the same, they will be paid on scale rather than at the teacher teaching on call rate.

Secondary substituting, as it relates to this paragraph, is defined as substituting in the same subject area to which the teacher was assigned on a part-time basis. In elementary schools, this paragraph applies only to a teacher who substitutes in their own classroom.

6. Pension Coverage

Teachers who move from full-time employment to a part-time assignment in accordance with Article C.23 shall be considered to be on approved leave so that they may purchase pensionable service to provide for a full year pension credit, provided it is in accordance with the rules and regulations of the Teachers' Pension Act.

## **ARTICLE B.23 POSITIONS OF SPECIAL RESPONSIBILITY**

1. In addition to their salary as per Article B.1, teachers holding posts of special responsibility shall be paid allowances as follows:

- a. Posts of Special Responsibility

<b>Level 1</b>	
<b>Date</b>	<b>Teaching Chef - V.S.S. Cafeteria</b>
<b>Effective July 1, 2019</b>	\$ 3,528.27
<b>Effective July 1, 2020</b>	\$ 3,598.84
<b>Effective July 1, 2021</b>	\$ 3,670.81

<b>Level 2</b>	
<b>Date</b>	<b>Resource Centre - Career Education, Computer Education, Primary Program, Intermediate Program</b>
<b>Effective July 1, 2019</b>	\$ 5,023.13
<b>Effective July 1, 2020</b>	\$ 5,123.60
<b>Effective July 1, 2021</b>	\$ 5,226.07

<b>Level 3</b>	
<b>Date</b>	<b>Coordinators - Student Support Services</b>
<b>Effective July 1, 2019</b>	\$ 8,927.63
<b>Effective July 1, 2020</b>	\$ 9,106.18
<b>Effective July 1, 2021</b>	\$ 9,288.31

- b. Department Heads

<b>Date</b>	<b>Department Heads</b>
<b>Effective July 1, 2019</b>	\$ 2,639.92
<b>Effective July 1, 2020</b>	\$ 2,692.72
<b>Effective July 1, 2021</b>	\$ 2,746.58

2. The allowances set out in Article B.23.1 are annual amounts which shall be paid in ten (10) equal monthly payments. Where the position is not occupied for a full year, the allowance shall be paid in proportion to the period in which the position is occupied.

3. New Positions

The Board shall prepare a description of duties whenever a new Position of Special Responsibility is created or whenever the duties of any such position are changed or increased. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Association.

4. Elimination of Positions

Existing positions of special responsibility shall not be eliminated or changed without prior consultation with the Association.

5. Department Heads

- a. Department Heads shall be paid an allowance in accordance with the schedule outlined at Article B.23.1.b.
- b. Where Department Head work is split between more than one person, the amount shall be distributed between the persons in proportion to their work loads.
- c. Article B.23.5.b shall not require the Board to create Department Head positions nor to agree to split workloads.

## **ARTICLE B.24            COMPENSATION FOR ADMINISTRATIVE OFFICER RESPONSIBILITIES**

1. Where a teacher is requested to assume the responsibilities of an Administrative Officer for a half day or longer, the teacher's salary shall be supplemented by a daily allowance for those days in accordance with the following schedule:

<b>Elementary: Group A</b>	<b>Full Day</b>	<b>Half Day</b>
Effective July 1, 2019	\$ 94.37	\$ 47.19
Effective July 1, 2020	\$ 96.26	\$ 48.13
Effective July 1, 2021	\$ 98.18	\$ 49.09

<b>Elementary: Group B</b>	<b>Full Day</b>	<b>Half Day</b>
Effective July 1, 2019	\$ 94.37	\$ 47.19
Effective July 1, 2020	\$ 96.26	\$ 48.13
Effective July 1, 2021	\$ 98.18	\$ 49.09

<b>Elementary: Group C</b>	<b>Full Day</b>	<b>Half Day</b>
Effective July 1, 2019	\$ 94.37	\$ 47.19
Effective July 1, 2020	\$ 96.26	\$ 48.13
Effective July 1, 2021	\$ 98.18	\$ 49.09

<b>Secondary: Charles Bloom and Kal Secondary</b>	<b>Full Day</b>	<b>Half Day</b>
Effective July 1, 2019	\$ 100.66	\$ 50.34
Effective July 1, 2020	\$ 102.68	\$ 51.34
Effective July 1, 2021	\$ 104.73	\$ 52.37

<b>Secondary: W.L. Seaton and Clarence Fulton</b>	<b>Full Day</b>	<b>Half Day</b>
Effective July 1, 2019	\$ 119.54	\$ 59.77
Effective July 1, 2020	\$ 121.93	\$ 60.97
Effective July 1, 2021	\$ 124.37	\$ 62.19

<b>Secondary: Vernon Secondary</b>	<b>Full Day</b>	<b>Half Day</b>
Effective July 1, 2019	\$ 132.12	\$ 66.07
Effective July 1, 2020	\$ 134.76	\$ 67.39
Effective July 1, 2021	\$ 137.46	\$ 68.73

2. The Board may provide a teacher teaching on call for the teacher who is assuming responsibilities of an Administrative Officer pursuant to Article B.24.1 under the following conditions:
  - a. after consultation between the teacher and the Administrative Officer, or
  - b. in the event of an emergent situation.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

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

### **ARTICLE C.2      SENIORITY**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
  - a. Effective 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.
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.
  - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.
- 4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
  - 5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

## **Local Provisions**

- 6. Definition of Seniority
  - a. Seniority shall be defined to be an employee's total uninterrupted service in the employment of the Board.
  - b. For the purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time teaching.
  - c. For the purposes of calculating length of service while on temporary appointment, all service on temporary contracts shall count for seniority except in instances where there is an interruption of service of longer than three (3) years. The aggregate length of eligible temporary appointments shall be used to establish the employee's placement when given a continuing appointment.
  - d. An employee's seniority will be deemed to have begun on their first day of paid service as a continuing employee adjusted by the aggregate length of eligible temporary appointments prior to receiving the continuing appointment.
  - e. In addition to the provisions of Article C.2.6.a through C.2.6.d, the seniority of 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.

7. Application of Seniority

- a. When the seniority of two or more employees is equal, pursuant to Article C.2.6, the employee with the greatest aggregate length of service with the Board shall be deemed to have the greatest seniority.
- b. When the seniority of two or more employees is equal pursuant to Article C.2.7.a, the employee with the greatest number of days of teacher teaching on call with the Board, prior to appointment, shall be deemed to have the greatest seniority.
- c. When the seniority of two or more employees is equal pursuant to Article C.2.7.b, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.
- d. When the seniority of two or more employees is equal pursuant to Article C.2.7.c, the employee whose letter of acceptance to the Board has the earliest "received" stamp shall be deemed to have the greatest seniority.
- e. Leaves of absence in excess of one (1) month shall accrue toward length of service and be part of the teacher's uninterrupted service with the Board only in the following cases:
  - i. Maternity Leave;
  - ii. Educational Leave;
  - iii. Parenthood Leave;
  - iv. Leave for duties with the Association or the British Columbia Teachers' Federation;
  - v. Secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
  - vi. Long-term sick leave;
  - vii. Leave for teaching with the Department of National Defense or Canadian Universities Overseas;
  - viii. 3-4-5 Plan;
  - ix. Leave to serve as an elected public official;
  - x. Compassionate care leave (Article G.2).

Approved Leaves of Absence for reasons other than those noted above granted prior to January, 1983, shall be given seniority credit.

- f. Service shall not be interrupted by layoff. However, the accrual of seniority will cease as of the date of layoff and will not resume until the date of recall. Once an employee's right to recall is lost pursuant to Article C.24.3, service is deemed to be interrupted and seniority is lost.
- g. The seniority list will be developed by the Board in consultation with the Association. The list shall include all continuing employees in the employ of the Board or with recall status. Each continuing employee shall receive a copy of the information upon which the Board proposes to determine their seniority.
- h. The seniority list will be updated as of October 1 of each school year and a draft copy distributed to each school by November 1<sup>st</sup>. Employees requesting changes to their own positions must do so before November 15. The revised list will then be distributed to schools. Employees will have until December 31 to query positioning on this list. On January 1 the list becomes final until the October updating, except that temporary employees or new employees to the District who receive continuing appointments after January 1 will be included in the list effective from the date of their appointment.
- i. For purposes of this Article and Article C.24, necessary qualifications in respect of a teaching position means a reasonable expectation, based on the certification, training, education, or experience of an employee that the employee will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.
- j. An employee may not grieve decisions made under this article or Article C.24 regarding the qualifications of another employee.

### **ARTICLE C.3      EVALUATION**

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

[Note: See also local Article E.25 (Evaluation).]

## **ARTICLE C.4        TTOC EMPLOYMENT**

### **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.

### **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.

[Note: Also see LOU Numbers 11, 11 - Form A, 11 - Form B]

## **ARTICLE C.20        EMPLOYMENT ON CONTINUING CONTRACT**

1.        All employees who are hired to the district, except for teachers teaching on call or temporary contract employees, shall be granted a continuing contract of employment.
2.        Temporary contract employees will be granted a continuing contract of employment when they become eligible, in accordance with Article C.25.
3.        A continuing contract employee relinquishes their continuing contract status when they are the successful applicant for a temporary contract position. They will become a temporary contract employee and have the rights of a temporary contract employee in accordance with Article C.25. These employees will retain all accumulated seniority and sick leave credits.

## **ARTICLE C.21        DISCIPLINE AND DISMISSAL FOR MISCONDUCT**

1.        The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
2.        A teacher who is under investigation for a disciplinary matter shall be informed in writing of the allegations and shall have the right to be accompanied by a representative of the Association at any meeting in connection therewith.
3.        Where the Board investigates a potential disciplinary matter and, before meeting with the teacher concerned, decides not to proceed with disciplinary action, the Board shall inform the teacher of the information on which the investigation was based. At the teacher's

request, the Superintendent or designate will meet with the teacher to discuss such information and receive any comments which the teacher makes.

4. The Board shall not discipline (other than a suspension to which Section 15(5) of the School Act reasonably applies) or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
  - a. The teacher shall be informed in writing not less than 72 hours before the meeting of the reasons for the contemplated action and their right to be accompanied at the meeting by a representative of the Association.
  - b. At such meeting, the teacher shall be informed of the nature of the allegations upon which the contemplated action is based and shall be given an opportunity to comment upon them, including submission of a written response.
5. Where an employee is suspended under Section 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the foregoing provisions, unless the right to such meeting is waived by the Association.
6. Not less than 72 hours prior to such a meeting the teacher shall be informed in writing of the reasons for the contemplated action and of the teacher's right to be accompanied at the meeting by a representative of the Association.
7. At such a meeting, the teacher and representative of the Association shall have the right to:
  - a. hear all details of the nature of the allegations upon which the contemplated suspension or dismissal is based;
  - b. receive copies of any documents placed before the Board of Education, and;
  - c. comment on the allegations, including submission of a written response.
8. Any discipline or dismissal of a teacher shall be communicated to the teacher and to the Association in writing and shall contain a statement of the grounds for the decision.
9. The Association shall have the option of referring a grievance regarding the dismissal of a teacher directly to arbitration provided for in the grievance article.

10. 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 least 48 hours prior to the first day of the arbitration hearing.
11. Discipline or dismissal of a teacher shall not be set aside by an arbitrator on the basis of:
  - a. a defect in form;
  - b. a technical irregularity; or
  - c. an error of procedure that does not result in a substantial departure from the process set out in this Article.
12. The parties acknowledge that it is desirable to avoid damage being caused to a teacher's reputation by premature release of information regarding a matter which is or may be the subject of discipline or dismissal of the teacher, and therefore agrees as follows:
  - a. Neither party shall release information to the media or the public in respect of the discipline or dismissal of a teacher, except as agreed by the parties or by joint release agreed upon by the parties, before an arbitration board constituted to hear a grievance of the discipline or dismissal has issued its final award.
  - b. The foregoing shall not be construed as preventing the Board from disclosing the fact that discipline, suspension or dismissal of the teacher has occurred. The Association shall be notified of such disclosures.

## **ARTICLE C.22      DISMISSAL – PERFORMANCE**

1. Where a Board considers that the learning situation in a class or classes of a teacher is less than satisfactory, the Board shall not dismiss that teacher except where the Board has received three (3) consecutive reports pursuant to Article E.25 of this Agreement indicating that their teacher performance is considered less than satisfactory.
2. The reports referred to in Article C.22.1 shall be prepared pursuant to the School Act and Article E.25 of this Agreement, and in accordance with the following conditions:
  - a. the reports shall have been issued in a period of not less than 12 months or more than 24 months, not including any leave of absence granted under this Agreement.
  - b. at least one of the reports shall be a report of a District Superintendent of Schools, a Superintendent of Schools, or an Assistant Superintendent of Schools;

- c. the other two reports shall include only reports of
    - i. a District Superintendent of Schools, a Superintendent of Schools or an Assistant Superintendent of Schools;
    - ii. a Director of Instruction; or
    - iii. the principal of a school to which the teacher is assigned;
  - d. the reports shall be written by three different evaluators unless the teacher requests that a second report be written by the same evaluator as the first report;
  - e. the reports shall be prepared and written independently of each other.
3. Where a teacher receives a less than satisfactory report, the teacher may;
- a. request in writing a transfer, which request shall be accompanied by a written explanation of the reasons for the request, and such a request shall not be unreasonably denied; or
  - b. request in writing, and shall be granted, a leave of absence without pay for up to 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 three (3) or more than six (6) months after the teacher has returned to teaching duties. The period from the commencement of such leave to the expiry of three (3) months after the teacher has returned to teaching duties shall be excluded from the calculation of time under Article C.22.2.a.
4. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching performance, it shall notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board of Education or the Superintendent and a committee of the Board of Education within fourteen (14) days of such notice.
5. Where the Board takes any action against a teacher pursuant to this Article, a grievance in respect of such actions shall, notwithstanding Article A.6 (Grievance Procedure), be referred to an arbitration board comprising of a member appointed by the Board, a member appointed by the Association and a chairperson agreed to by the members appointed by the parties. The Association shall appoint its member when a matter is referred to arbitration under this Article. The Board shall appoint its member within seven (7) days of receiving notification of referral to arbitration, and the members shall endeavour to agree upon a chairperson within fourteen (14) days of the Association being notified of the appointment of a member by the Board. In all other respects, Article A.6 (Grievance Procedure) shall apply.

## **ARTICLE C.23      PART-TIME TEACHING**

1. A teacher with a continuing full-time appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested and the length of time for which the part-time assignment is requested. The Board reserves the right to refuse such a request if, in its judgment, such a time reduction is detrimental to the school's program.
2. When a request under Article C.23.1 is granted by the Board, the teacher shall be deemed to 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, although not necessarily in the same school, at the expiration of that 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 or may extend the period of part-time teacher, by agreement with the Board.
3. A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time appointment for a specified fraction of time.
4. Two teachers employed by the Board may jointly request a specified job sharing assignment of a single full time position.

## **ARTICLE C.24      LAYOFF, RECALL, AND SEVERANCE**

In the matter of the accumulation and retention of Seniority, the parties agree as follows:

1. Principle of Security
  - a. The Board and the Association agree that increased seniority as an employee of the Board entitles employees to a commensurate increase in security of employment.
2. Layoff and Recall
  - a. When for educational, budgetary, or other reasons the Board determines that it is necessary to reduce the total number of employees on continuing contracts, the employees to be retained on the staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
  - b. The Board shall give each employee it intends to lay off thirty (30) days notice in writing, such notice to be effective at the end of a school term or semester. Employees to be laid off at any time other than at the end of a term or semester will be given sixty (60) days notice of lay off. The Board shall concurrently

forward a copy of such notice to the Association. In all cases, this notice will contain the reason for the termination. A list of retained teaching positions will be updated and available for all employees at the spring layoff meeting.

### 3. Right Of Recall

- a. When a position on the staff of the District becomes available, the Board shall recall the employee who has the most seniority among those laid off, provided that the employee possesses the necessary qualifications for the available position. If that employee declines recall, the Board shall recall the employee with the next greatest seniority and the necessary qualifications, and this process shall be repeated until the position is filled. All positions shall be filled in this manner while there are laid off employees who have recall rights.
- b. It shall be the responsibility of each employee to keep the Board informed of changes of name, address, phone numbers, qualifications, and experience.
- c. The Board shall make reasonable attempts by phone and email to communicate with employees on recall regarding available positions prior to an offer being made. All offers shall be finalized in writing, and shall be sufficient when given by their School District email, personal delivery, or letter mailed through Canada Post and addressed to the party receiving such offers at the address they have provided to the Board in writing. Such offers shall be effective as of the date of such personal delivery or email or on the third day following the date of such mailing.
- d. An employee who is recalled pursuant to Article C.24.3.a shall inform the Board whether or not the recall is accepted within forty-eight (48) hours of the effective date of recall notice.
- e. The Board shall allow ten (10) days, if necessary, from an acceptance of recall under Article C.24.3.c for the employee to commence duties, provided that where the employee is required to give a longer period of notice to another employer, such longer period may be allowed.
- f. An employee's right to recall is lost if:
  - i. The employee elects to receive severance pay within thirty (30) months of the layoff; or
  - ii. The employee refuses to accept two (2) positions for which they possess the necessary qualifications; or
  - iii. Three (3) years have elapsed from the date of layoff; or,



- iv. The employee has accepted a continuing contract of employment in another school district.
- g. An employee on a continuing contract of employment who accepts a position less than their owed FTE shall continue to have the right of recall to their owed FTE and shall be offered a suitable position at that FTE, in order of seniority, as soon as a suitable position becomes available.
 

There shall be no limitations on this right to recall up to September 15<sup>th</sup> . After this time, the right to recall to their owed FTE may be exercised where it is educationally sound and administratively feasible.

Only where it is educationally sound and administratively feasible, will an employee be permitted to exchange a current block(s) with another as a result of a posting.
- h. Part-time employees who have been laid off will be eligible for recall only to a part-time position which does not exceed their owed FTE, unless there are no appropriate part-time positions available.
- i. Notwithstanding C.24.3.h above, one third of the employees on the recall list with the most seniority who were hired as a part-time employees may elect to be offered a position that exceeds their previous FTE by up to 0.2.
- j. Should the situation arise that a part-time employee be able to select only a position at greater FTE than their owed FTE for the current recall process, then the available position may be declined and this will not be considered a refusal under Article C.24.3.f.ii.
- k. Article C.24.3.f.ii does not apply if at the time of such offers the employee would be entitled to maternity leave or is taking, or has registered in, a minimum of fifteen (15) credits at an accredited post secondary institution, where one full semester course equals three (3) credits.
- 4. An employee who retains their rights of recall pursuant to Article C.24.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided by this Agreement by payment of the full cost of premiums for such benefit plans to the Board.
- 5. Payments for desired benefit coverage will be in full and in advance covering periods of two (2) months. Benefit coverage premium payments must be received at least ten (10) days in advance of expiry otherwise coverage will be cancelled. It will be the responsibility of the employee to ensure that the costs of benefit coverage are not in arrears.

6. The Board reserves the right to exempt from layoff, those employees in Positions of Special Responsibility, as long as such employees remain in their assigned positions.
7. An employee recalled pursuant to Article C.24 shall be entitled to all sick leave credit accumulated at the date of lay off.
8. Severance Pay
  - a. An employee on continuing contract of employment who has one (1) or more years of continuous employment and who is laid off may elect to receive severance pay at any time before their right to recall, pursuant to Article C.24.3.f, is lost.
  - b. Severance pay shall be calculated at the rate of 5% of one (1) year's salary for each year of service to a maximum of one (1) year's salary.
    - i. Salary on which severance pay is calculated shall be based on the employee's salary at the time of their layoff.
  - c. An employee who receives severance pay and who is subsequently rehired by the Board shall retain any severance payment and in such case the calculation of years of service for seniority shall commence with the date of rehiring.
9. Retraining Leave
  - a. An employee who is laid off shall be entitled to receive a leave of absence to obtain training in a grade level or subject area where there is a greater likelihood of demand within the district, based on consultation with the Director of Instruction for Human Resources .
  - b. In the event that the employee elects to take a leave of absence for such purpose, the Board shall amend the effective date of the lay-off notice to coincide with the beginning of the school term which next follows the expiry of the period of leave, or of any extension thereof.
  - c. An employee shall be entitled to a leave of absence for one (1) year, or less where mutually agreed. The request for retraining leave must be made within two (2) months of the date of layoff. An extension of the leave may be arranged by mutual agreement between the employee and the Board.
  - d. Employees returning from retraining leave shall provide the Board with documentation from the educational institution or training facility verifying their enrollment in an approved program, as per C.24.9.a, and confirmation of completion of the said program.

- e. Should an employee's circumstances change while on retraining leave, they shall notify the Director of Instruction for Human Resources in a timely manner.
- f. Where an employee is unable to complete the approved program, the employee, the Director of Instruction for Human Resources and the Association shall in consultation, determine the amended effective date of the layoff.

## **ARTICLE C.25      EMPLOYMENT ON TEMPORARY CONTRACT**

1. The district may hire an employee on a temporary contract in the following circumstances:
  - a. to fill a vacancy reasonably known to be twenty (20) teaching days or more, arising on or after the tenth (10<sup>th</sup>) teaching day of the school year, which the employer intends to fill;
  - b. to replace an employee who is absent on a paid or unpaid leave of absence of twenty (20) teaching days or more; or
  - c. any vacancy not defined as continuing per Article E.21.3.
2. Temporary contracts will not exceed one (1) school year. At the expiration of the temporary contract, the contract will be deemed to be terminated. Such contracts will end at the conclusion of the school year, the date identified in the posting, or the full return of the incumbent.
3. After ten (10) consecutive months on temporary contracts in one (1) school year, an employee will be placed on a continuing contract of employment if the employee is appointed to a temporary contract within the next school year.
  - a. Ten (10) consecutive months is defined as continuous employment on temporary contracts that commence in the first five (5) teaching days in September and continue without a break for a full school year. Administrative or non-instructional day(s) do not constitute a break in service.
  - b. The first five (5) teaching days of semester two (2) in secondary schools will be treated the same as the first (5) teaching days in September as stated in C.25.3.a.
  - c. Upon appointment to a position the next school year, the employee's owed FTE for their continuing contract will be determined on June 30<sup>th</sup> of that school year. The employee's owed FTE will be annualized using the total FTE worked in that school year.

4. Temporary contract employees who have relinquished their continuing employment status in Article C.20.3 and subsequently are the successful applicant for a position shall be placed on a continuing contract of employment. The employee's owed FTE will be annualized using the total FTE worked in that school year.
5. Employees on temporary contracts of employment will be paid on scale in accordance with Article B.1 of this Agreement and shall be required to attend any non-instructional day(s) and administration day(s) during their contract and be paid for such day(s).
6. Employees on temporary contracts of employment are entitled to all leave provisions in accordance with Articles A.8, A.10, A.22, A.25 and Article G. At the end of a temporary contract of employment, accumulated sick leave credits may only be used in subsequent contracts. Employees on approved leaves will have continuous service credited towards their ten (10) consecutive months with the exception of entire months of approved Discretionary Leave of Absences Long Term Article G.31.
7. Employees on temporary contracts of employment which have a duration of three (3) months or more will be enrolled in the benefits plan in accordance with Article B.11. Benefits coverage will continue so long as the employee is rehired within one (1) school month of the termination of their temporary contract. Employees who are not rehired within one (1) school month may elect to continue to receive benefits provided that they pay for the premiums.
  - a. As soon as it is reasonably known that the temporary contract of employment will last three (3) or more months, the employee shall be enrolled in the benefits plan.
  - b. Where the employer is not providing paid benefits, the employee will continue to receive compensation in lieu of benefits as per Article B.2.5.

#### **ARTICLE C.26 TEACHER TEACHING ON CALL EMPLOYMENT CONDITIONS**

1. The Board may employ teachers teaching on call (TTOC's) on a day to day basis to replace absent employees when the end date of the absence is unknown or when the length of the absence is known to be twenty (20) teaching days or less.
2. When a TTOC is working on a day to day basis in the same position and it is reasonably known that the position will continue for more than twenty (20) days, the position will either be posted to be filled by an employee on a temporary contract of employment or the TTOC will continue and be appointed to a temporary contract of employment after the twentieth (20) day in the position.
3. For the purposes of conversion to a continuing contract of employment, an employee who is appointed to a temporary contract pursuant to Article C.26.2 will be deemed to have started that temporary contract at the beginning of their placement in that position.

## SECTION D WORKING 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 agree to the following class size guidelines.
- Maximum sizes for regularly scheduled classes shall be:

Grade 3/4 Split Classes	23 Students
English Language Learner Classes	18 Students
Intermediate (4,5,6,7) Split Classes	28 Students
Secondary English Classes	28 Students
Science Classes	28 Students
Home Ec. Classes	24 Students
Tech. Ed. Lab (I.E. Lab)	22 Students
Special Ed. (High Incidence, low cost)	15 Students
Special Ed. (Low Incidence, high cost)	10 Students
Any Other Class (4-12)	30 Students
- Maximums shall be in force by October 1 each year.
- These guidelines can be exceeded by ten percent (10%) before any assistance must be provided.
- Assignment to classes/courses on the basis of gender shall be made only for the purpose of achieving gender balance within a class.
- Each School Staff Committee shall develop a policy for student placement during the school year.

7. Discretionary staffing will be allocated to schools in a manner consistent with the letter of intent dated July 1992, prior to May 31 of each year.
  - a. Discretionary staffing will be made available on a minimum basis of 1% of the total FTE teachers in the District, calculated by averaging to the nearest one- tenth of the previous year's September 30 staffing levels.

## **ARTICLE D.2 CLASS COMPOSITION AND INCLUSION**

No provincial language.

Local language

1. For the purposes of this Agreement, students with special educational needs are those identified by the Director of Instruction, Student Support Services after consultation with the School Based Team, and such resource people as may be required by the Director of Instruction. Student Support Services in order to assess accurately the student's educational needs and requirements.
  - a. Should the Director of Instruction, Student Support Services decide that a student who has been identified by the School Based Team does not qualify for additional resources, a full written explanation will be provided to the School Based Team. The School Based Team will have the right to have this decision reviewed by the Board.
2. The Board and the Association agree that the placement of a student with special educational needs into a heterogeneous class of students on an ongoing basis shall be preceded by consultation with the teacher(s) and other persons who will be involved.
3. In making any decision on the placement of a student to be integrated, the factors to be taken into account in this process of consultation will include: the student's medical, physical and educational needs, the proposed program for the student, adjustment of class sizes, and the professional opinion of the teacher or teachers who may be affected.
4. The Board shall provide additional resources which it considers necessary for the integration of the student. These necessary resources shall be determined after consultation among those persons described in Articles D.2.1 and D.2.2, and shall include aide time.

- a. In advance of placement, teachers of integrated students shall, as determined by the Director of Instruction, Student Support Services, be given release time from the instructional day to determine the needs of such students to receive related training, and to consult with other staff and resource persons, and, where appropriate, teacher assistants and/or personal attendants regarding such students. The scheduling of such release time is to be subject to the approval of the principal.
- b. Teachers shall not be expected to take such training during the months of July and August. Where, at the request of the Board, a teacher agrees to take, and completes such training approved by the Director of Instruction, Student Support Services, the Board, after consultation with the teacher shall either pay him/her at a rate of 1/200 of the current annual salary of the teacher or give the teacher paid time off during the school year in lieu of such pay. Such consultation shall take place before the teacher agrees to take the course. The teacher shall be reimbursed for reasonable expenses incurred.
- c. Compensation by pay or time off under Article D.2.4.b for partial days worked shall be a minimum of one half (1/2) day.
- d. Appropriately trained persons shall be responsible to administer medication, perform medical procedures or attend to physical needs. The School Board shall establish a system for the administration of medication and medical procedures.

Student medication procedures in District schools shall be as follows:

- i. Teachers have a duty to render assistance in an emergency;
- ii. Teachers shall not be required to administer medication on a regular or predictable basis;
- iii. The Board shall establish policies that require schools to establish systems for administering medication after consultation with parents, family physicians, the public health nurse and the medical health officer.
- e. Clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of students who require support due to their physical or cognitive limitations.
- f. Board approved intercommunication devices shall be provided in rooms where emergency aid may be required.
- g. The Board will defend, save harmless and indemnify an Association member from any demands, claims, suits, actions or other proceedings which may be brought against the Association member and which arise from the performance

of the Association member's duties and responsibilities or while participating in extra-curricular activities and for any costs, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith, provided that this covenant does not apply in respect of any criminal acts committed by the Association member or in respect of any civil negligence on the part of the Association member occurring outside the course and scope of the Association member's appointment.

- h. The Board shall provide the opportunity for those teachers teaching on call (TTOC) interested in receiving training which would enable them to serve in classrooms with special needs students, including Resource Rooms and Instructional Training Centres. This training will be offered prior to September 30 of the current school year and shall be done on the TTOC's own time.
- 5. Where a student with special educational needs has been placed in a class or classes there shall be release time for ongoing evaluation of the placement with the teacher(s) involved, including the collaborative preparation of IEPs.
- 6. The placement in an established school or a resource room or special program shall occur only after consultation among district staff, administrator(s), teachers and parents concerned.
  - a. This consultation shall begin as early as possible and preferably no later than five (5) months prior to placement.
  - b. Consideration shall be given to staffing, aide and clerical time allotments, equipment/furniture monies, and administrative assistance time.
- 7. To ensure that all students receive adequate attention, no more than two (2) students with special educational needs shall normally be integrated at the same time into any one regular classroom.

### **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.*

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:452 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:13.5 ESL/ELL students	Former LOU No. 5 (2000)

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

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

#### **Local Provisions:**

4. Full time secondary teachers shall receive preparation time for an average of 187.5 minutes per week taken from the normal instructional time of 1500 minutes per week. This will usually be attained at the secondary level by providing the teacher one block of instructional time off for preparation purposes in each eight block period cycle. Such preparation time shall be in periods of not less than 30 minutes.
5. Full time elementary teachers will receive preparation time of not less than 100 minutes per week (110 minutes per week effective June 30, 2019), taken from the normal instructional time of 1425 minutes per week.
  - a. Such preparation time shall be provided as follows:
    - i. 100 minutes weekly (110 minutes weekly effective June 30, 2019) in periods of not less than 30 minutes;

- ii. The structure, timing and organization of the dates and periods of preparation, will be done at a school level.
- 6. The instructional assignment of a part-time elementary teacher shall be the prorated portion of 1325 minutes per week (1315 minutes per week effective June 30, 2019) in relation to the percentage of the teacher's appointment.
- 7. The instructional assignment of a part-time secondary teacher shall be prorated, equivalent to 87.5 percent of the teacher's percentage of appointment.
- 8. Where the Board and the Association agree that scheduling difficulties with respect to part-time teachers require adjustment to the operation of this Article, the part-time teacher may be assigned instructional time equal to the percentage of appointment in proportion to 1425 minutes per week in elementary schools and eight blocks in secondary schools and shall receive in lieu a premium of 6.32 percent of salary in elementary schools, and 12.5 percent of salary in secondary schools.

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

- 1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
- 2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
- 3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
- 4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
- 5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).

- b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
- c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
- 6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

## **ARTICLE D.6      ALTERNATE SCHOOL CALENDAR**

- 1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
- 2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
- 3. The process outlined below in Article D.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.

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.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.20      MAINSTREAMING/INTEGRATION**

1. The School Board shall establish a system for the administration of medication and medical procedures.
  - a. Student medication procedures in District schools shall be as follows:
  - b. Teachers have a duty to render assistance in an emergency;

- c. Teachers shall not be required to administer medication on a regular or predictable basis;
  - d. The Board shall establish policies that require schools to establish systems for administering medication after consultation with parents, family physicians, the public health nurse and the medical health officer.
2. Clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of students who require support due to their physical or cognitive limitations.
  3. Board approved intercommunication devices shall be provided in rooms where emergency aid may be required.
  4. The Board will defend, save harmless and indemnify an Association member from any demands, claims, suits, actions or other proceedings which may be brought against the Association member and which arise from the performance of the Association member's duties and responsibilities or while participating in extra-curricular activities and for any costs, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith, provided that this covenant does not apply in respect of any criminal acts committed by the Association member or in respect of any civil negligence on the part of the Association member occurring outside the course and scope of the Association member's appointment.

## **ARTICLE D.21 EMPLOYEES' WORK YEAR**

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the employees' regular work year which shall not exceed 195 days in session per school year, inclusive of five (5) non-instructional days and one (1) year- end administrative day and a minimum of 190 days of instruction.
2. All days in session 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, Christmas break and spring break, except in years when Labour Day occurs on the seventh (7<sup>th</sup>) of September. In that case only, the school year may by agreement commence in the first week of September or extend into the last week of June.
3. The regular work year for the teacher shall include:
  - a. Five (5) non-instructional days for professional development activities, as follows:
    - i. two (2) District days:
    - ii. three (3) school based days.

4. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday, then school shall reopen on Tuesday, January 3.
5. 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 shall reopen on the Wednesday following the fourth Monday in March.
6. Any work performed by employees covered by this Agreement beyond the employees' regular work year shall be voluntary. Where, at the request of the Board, an employee agrees to work outside of the employee's regular work year, the Board, after consultation with the employee, shall either pay them at a rate of 1/200 of the current annual salary of the employee, or give the employee paid time off during the school year in lieu of such pay. Such consultation shall take place before the employee agrees to do the work.
7. Compensation by pay or time off under Article D.21.6 for partial days worked shall be a minimum of one-half (1/2) day.

## **ARTICLE D.22      DURATION OF THE DAY**

1. In an elementary school the duration of a teacher's instructional day shall not exceed six (6) consecutive hours to be inclusive of:
  - a. Five (5) hours of instructional time which shall be inclusive of fifteen (15) minutes of recess;
  - b. A regular lunch intermission;
  - c. Preparation time as set forth in D.4.
2. In a secondary school. the duration of a teacher's instructional day shall not exceed six (6) hours and thirty (30) minutes of consecutive time and shall be inclusive of:
  - a. Five (5) hours and thirty (30) minutes of instructional time which shall be inclusive of time allotted for homeroom students to change classes, breaks;
  - b. A regular lunch intermission,
  - c. Preparation time as set forth in Article D.4.
3. The following are agreed as exceptions to D.22.1:

Cherryville

4. It is further agreed that Article D.22.3 expires with the term of the contract.

#### **ARTICLE D.23 SUPERVISION**

1. No teacher shall be required to perform supervision during the school's regularly scheduled noon intermission.
2. No teacher shall be required to perform afternoon bus supervision duties after school dismissal.

#### **ARTICLE D.24 BEGINNING TEACHERS**

1. The parties agree that, during the first year of this Agreement, a joint committee of the Board and the Association will develop recommendations for a beginning teacher's program. The committee shall consider, but not be limited to, issues such as:
  - a. the instructional load of beginning teachers;
  - b. the appropriateness of beginning teachers' assignment;
  - c. a mentor's program;
  - d. an induction and orientation program.
2. If approved by the Board of Education, the Board will implement this program in the 1991-1992 school year.

#### **ARTICLE D.25 EXTRA-CURRICULAR ACTIVITIES**

1. In this Agreement, extra-curricular activities include all those that are beyond the provincially prescribed and locally determined curricula of the District.
2. While the Association and the Board agree that extra-curricular activities are an important aspect of school life it is recognized that teachers participate in extra-curricular activities on a voluntary basis and therefore, shall not form any part of the teacher's assignment.
3. The Association and the Board agree that a teacher who chooses not to participate in extra-curricular activities shall not be subject to any coercion or repercussions as a result of their decision.

4. While voluntarily involved in Board approved extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance, as previously noted in Article D.20.4.
5. Participation in extra-curricular activities shall not be referenced in the posting or hiring process pursuant to E.21.2.b.

#### **ARTICLE D.26      AVAILABILITY OF TEACHERS TEACHING ON CALL**

1. When a teacher is absent from a school for half a day or longer and classroom coverage is necessary, a teacher teaching on call shall be employed to replace that teacher.
2. When a teacher is absent from a school for less than half a day, arrangements for class coverage may be made between teachers subject to the principal's approval.
3. In emergency situations, a teacher may be required to perform the duties of a teacher who is absent or to supervise their students.
4. The teacher teaching on call shall be required to assume only the duties of the teacher they are replacing unless advised of other circumstances before accepting the assignment.

#### **ARTICLE D.27      STAFF MEETINGS**

For the purposes of this article, a staff meeting is considered to be a meeting called by the Principal or Vice Principal, outside of regular instructional hours, whereby teaching staff are required to attend, unless excused by the Principal or Vice Principal. Regularly scheduled Primary and Intermediate team meetings are also defined as staff meetings.

1. The principal shall give at least seven (7) days notice of a regular staff meeting. Where seven (7) days advance notice is not given, teachers shall make reasonable efforts to attend the meeting.
2. An agenda of items shall be given to teachers two (2) school days prior to any regular staff meeting. In the interests of efficient use of time, consideration should be given to the sharing of information by means other than staff meetings.
3. Teachers shall have the right to place items on the agenda.
4. Written minutes of staff meetings shall be kept and copies shall be provided to all staff.
5. Staff meetings shall be held only on school days as defined by the school year calendar.



6. Staff meetings shall not be scheduled to commence more than one half (1/2) hour prior to the beginning of classes nor shall they last longer than one hour and forty-five minutes after the dismissal of the students.
7. Attendance at staff meetings which extend beyond the time frames set out in Article D.27.6 is not required.
8. Teachers shall attend a maximum of 18 staff meetings per school calendar year, except:
  - a. in the case of an emergency in which there is a risk to staff and/or students; or
  - b. where an issue arises which the Staff Committee agrees merits an additional staff meeting.
9. Teachers shall not be required to attend staff meetings during recess and/or breaks, or during the noon intermission, and on professional development days, except in the case of 8.a above.
10. Teachers working less than .5 FTE shall attend staff meetings proportional to their FTE; the meetings requiring attendance will be determined by the Principal in consultation with the teacher.
11. Teachers assigned to more than one site shall schedule their staff meeting attendance in consultation with the principals involved.
12. Teachers who have not been in attendance at a staff meeting shall be responsible for apprising themselves of the staff meeting agenda and the subsequent minutes of the staff meeting.

## **ARTICLE D.28      TECHNOLOGY**

### **1.      Technological Training**

When the Board determines that the use of technological devices for reporting, record keeping or other administrative purposes shall become a requirement of the teacher's work assignment, the Board, prior to implementation, shall provide appropriate equipment and training time.

### **2.      Technological Change**

For all other matters related to technological change other than those outlined in Article D.28.1, it is agreed that the provisions of Section 54 (Adjustment Plan) of the Labour Relations Code shall apply.

## **ARTICLE D.29      HEALTH AND SAFETY**

1. Employees shall be required to work only in facilities that are clean and safe.
2. Specific problems which could endanger the health and safety of employees, or which adversely affect the learning environment must be referred to the school-based Health and Safety Committee. The Board shall take measures to eliminate such problems when the school-based Health and Safety Committee so recommends.
3. Whenever an employee observes what appears to be an unsafe or harmful condition or act, they will bring that observation to the attention of the principal or site supervisor. The principal or site supervisor receiving the report shall investigate the reported unsafe condition and act in compliance with Occupational Health & Safety Regulations, and shall ensure that any necessary corrective action is taken without delay.
4. The Board shall pay any cost not covered by M.S.P. for needed and required hearing and medical examinations for employees working in higher risk areas. Higher risk areas are those such as labs, shops, gymnasiums, art and music rooms.
5. The Board shall pay an allowance per annum to an employee who agrees to be designated by the principal or site supervisor as an industrial first aid attendant and who holds a valid industrial first aid certificate. The allowance shall be increased as follows:

<b>Effective July 1, 2019</b>	\$	558.81
<b>Effective July 1, 2020</b>	\$	569.98
<b>Effective July 1, 2021</b>	\$	581.38

6. The employee shall be reimbursed for the cost of the course fees, subject to successful completion of the course. It is the responsibility of the employee to apply for this reimbursement and provide proof of qualification.

## **ARTICLE D.30      HEALTH AND SAFETY COMMITTEE**

1. Definition

A District Health and Safety Committee shall be established by the employer.

The Committee shall be composed of members chosen by and representing the teachers' association and the employer and subject to their agreement to do so, any other employee union. In no case shall the employer's representatives outnumber the employees.

The Association shall be entitled to two representatives on the Health and Safety Committee. The two Association members shall be provided with the equivalent of 5 full days of release time to attend meetings of and to conduct business of the Health and Safety Committee.

The chairperson and secretary shall be elected from and by the members of the Committee. Where the chairperson is a Board representative, the secretary shall be an Association representative and vice versa.

## 2. Purpose

The Health and Safety Committee shall assist in creating a safe and healthy place of work and learning.

## 3. Duties

The Committee shall:

- a. Determine that regular inspections of the place of employment are carried out as required by Section 3.5 of the Occupational Health and Safety Regulation of British Columbia.
- b. Determine that the provisions of health services as outlined in the School Act are carried out.
- c. Recommend measures required to attain compliance with the School Act and the Workers' Compensation Act of British Columbia and the correction of hazardous conditions.
- d. Consider recommendations from individual teachers or the Association and recommend implementation where warranted.
- e. Hold regular monthly meetings for the review of:
  - i. reports of current accidents, their causes and means of prevention;
  - ii. remedial action taken or required by the reports of investigations and inspections;
  - iii. any other matters pertinent to health and safety.
- f. Meetings may be cancelled or postponed by mutual agreement of the parties.

- g. Record the proceedings of the Committee and forward the minutes promptly to both the Association and the Superintendent of Schools, Secretary-Treasurer and Supervisor of Maintenance Services.

#### **ARTICLE D.31      TEACHER INVOLVEMENT IN PLANNING NEW SCHOOL**

- 1. When new school construction or major school renovations are planned in the School District, the Board shall include representatives of the school staff in the planning process.

#### **ARTICLE D.32      BUDGET PROCESS**

- 1. Each year during the preparation of the annual budget, the Association shall have the right to:
  - a. request information necessary in order to prepare a budget presentation and to receive that information in a timely manner.
  - b. make a presentation to the Board regarding budget matters prior to the Board adopting a budget.

## **SECTION E       PERSONNEL PRACTICES**

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

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

#### **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. **Definitions**

### a. Harassment:

- i. sexual harassment; or
- ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
- iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
- iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- v. misuses of power or authority such as intimidation, threats, coercion and blackmail.

### b. Sexual harassment includes:

- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

### 3. **Resolution Procedure**

#### a. Step 1

- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express 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.
- 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.

#### 4. **Remedies**

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;
  - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.



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

## 5. **Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo.

Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

**6. Training**

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

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

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

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

The Board and the Association do not condone and shall not tolerate any direct or adverse-effect discrimination against any member of the bargaining unit as per the Human Rights Code.

1. The Board and the Association do not condone and shall not tolerate any direct or adverse-effect discrimination against any member of the bargaining unit for
  - a. Participation in the activities of the Association
  - b. Carrying out duties as a representative of the Association
  - c. Involvement in any procedure to interpret or enforce the provisions of the Collective Agreement
2. Any written allegation against a member of the bargaining unit, received by the School District will be investigated by the Superintendent or designate. The Superintendent or designate will advise the Association of the nature of the allegations within ten (10) working days of receipt of the written allegation. The results of the investigation shall be reported to the Association in a timely manner.

## **ARTICLE E.21 POSTING AND FILLING VACANT POSITIONS**

### **1. Definitions**

For the purposes of this collective agreement, the terms employment status, appointment, position, assignment, vacancy, and posting are defined as below.

- a. **EMPLOYMENT STATUS** – Employment status is considered to be the nature of the employment relationship between an employee and the district. Employees are considered to be on continuing contracts of employment, temporary contracts of employment or they are working as teachers teaching on call.
- b. **APPOINTMENT** – An appointment is considered to be the full time equivalent (FTE) or specified part time employment offered to an employee by the school district.
- c. **POSITION** – The school or district program at which an employee works as directed by the district through the Human Resources Department with general assignment to program(s) and level(s).
- d. **ASSIGNMENT** – The duties, classes, courses, grade levels assigned to an employee as part of the timetable as determined by the principal or director in consultation with the employee.
- e. **VACANCY** – An existing or newly created position which is reasonably known to be more than twenty (20) teaching days in duration and the Board intends to fill.
- f. **POSTING** – the official written notification to request applicants to fill a vacancy.

## **2. Posting Requirements**

- a. Every posting shall contain:
  - i. a description of the employment status, appointment and vacant position;
  - ii. start date and, if known, end date;
  - iii. qualifications expected of successful candidates;
  - iv. closing date and time for receipt of applications;
  - v. name of employer representative to be contacted for further information.
- b. Postings and application forms shall not include reference to extracurricular activities and programs.

## **3. Posting Vacancies**

- a. All posting shall be posted for a minimum period of two (2) full week days, excluding statutory holidays, prior to closing. Postings shall be available on the district's website, on an employment website, and at the Board Office, and shall be sent electronically to the V.T.A. office and president.
- b. When identified prior to the first ten (10) teaching days of school in September, the following vacancies shall be posted as continuing positions:
  - i. Vacancies that arise because of the creation of a new position that is reasonably expected to extend beyond the current school year;
  - ii. Vacancies that arise from an existing continuing position to which the previous incumbent will not be returning.
- c. All other vacancies will be posted as temporary positions, but not to extend beyond June 30 of the school year to which the vacancy applies.
- d. After September 15<sup>th</sup>, vacancies in secondary schools will be posted as single blocks. Only where it is educationally sound and administratively feasible, will an employee be permitted to exchange a current block(s) with another.

## **4. Filling Vacancies**

The Board shall fill vacancies, other than those for positions of special responsibility, with employees who have the necessary qualifications and/or experience to perform the duties of the vacant positions in the following order of priority:

- a. by seniority, employees returning from a leave of absence and employees transferred on the initiative of the Board, pursuant to Article E.24.2; such transfers and returns from leaves would be equal to their owed FTE;
  - b. employees requesting an Employee Initiated Transfer pursuant to Article E.24.3; such transfers would be equal to their owed FTE;
  - c. by seniority, employees who are above the most recent layoff line and who have a continuing contract of employment but who do not have a continuing position; such placements would be equal to their owed FTE;
  - d. employees requesting a transfer who have remained in the same school five (5) or more years provided they apply for the desired position on the employment website by the posting deadline and are above the most recent layoff line;
  - e. part time employees with continuing contracts of employment who have taught within the school district for a period of five (5) years and who are above the most recent layoff line may apply for any posting, regardless of the FTE level of the posted position, and will be considered in the same manner as full time continuing contract employees under Article E.21.4.d;
  - f. employees with a continuing contract of employment and who are above the most recent layoff line, provided they apply for the position on the employment website by the posting deadline;
  - g. employees on the recall list pursuant to Article C.24;
  - h. temporary contract employees who have relinquished their continuing contract status in accordance with Article C.20.3 provided they apply for the desired position on the employment website by the posting deadline;
  - i. individuals applying for employment.
5. An employee who has a continuing contract of employment, who is above the most recent layoff line, and has been placed in a temporary position that concludes before the end of the school year will be placed on the TTOC list. The employee's placement on the TTOC list will be considered to be similar to an employee on recall who has not yet been recalled for work.
6. If a vacancy is posted during the school year and the successful applicant is currently employed in a position which is in conflict with the schedule of the position to be filled, the successful applicant shall commence the position at a time mutually agreed upon by the teacher and the district. The timing will consider what is educationally sound and administratively feasible, and will be no later than the next natural break or term/semester end.

**7. Part-Time Employees**

- a. After September 15<sup>th</sup>, the FTE of a part-time employee may be increased within their current school or district program by a maximum of 0.4 annualized FTE per school year. The Association shall be notified of all such increases.
- b. Before any vacancies are filled through application of Article E.21.7.a, they must first be offered to an employee on the recall list pursuant to Article C.24 so long as the recall employee has the necessary qualifications and/or experience and the employee's current work schedule would permit.

**8. Annualized FTE**

The FTE value of all appointments will be calculated on an annual basis.

- a. Continuing contract employees transferring to a continuing contract position in E.21.4.d, e, or f will assume the FTE of their new position.
- b. Part-time continuing contract employees who are awarded additional positions at a higher FTE will have the increased FTE included in the calculation of their new owed FTE.

**ARTICLE E.22 OFFER OF APPOINTMENT TO THE DISTRICT**

1. An applicant for appointment shall be entitled to rely on the Superintendent, the Secretary-Treasurer, a Director of Instruction, or a Principal or Vice Principal, through notification, that an offer has been made or that an appointment has been made.
2. The Board shall confirm an offer of appointment to the District, in writing or by email within 48 hours.

**ARTICLE E.23 PRINCIPAL / VICE PRINCIPAL SELECTION**

1. In cases of a principal or vice principal vacancy resulting from a retirement or resignation at a designated school, representatives as chosen by the teaching staff of that school will be included in the consultations regarding school needs.
2. The short-listing committee for school-based principal or vice principal positions shall include a representative of the Association.

## **ARTICLE E.24      TRANSFERS AND ASSIGNMENTS**

1. The Board and the Association recognize transfers as one method to experience professional development. Transfers shall not be initiated by the Board for punitive reasons.
2. Board Initiated Transfers
  - a. Employees may be transferred by the Board:
    - i. to relocate staff due to enrolment changes;
    - ii. to staff a new school or program;
    - iii. in compelling circumstances, based on sound educational reasons, and in consultation with the Association and the employee.
  - b. When a Board initiated transfer is being recommended, the Superintendent or designate shall meet with the employee to inform them of the nature of the transfer, and the reasons for it. Whenever practicable, such meeting shall take place at least one (1) month prior to such recommendation being placed before the Board. The employee may be accompanied by a representative of the Association. The employee shall have the opportunity to consider the matter and reply within three (3) instructional days before the recommendation is placed before the Board.
  - c. At, or subsequent to, such meeting the employee shall have the opportunity to inform the Board official of any retraining requirements, in-service release time, or support which they believe necessary to adequately prepare for the proposed transfer.
  - d. The Board may transfer an employee to a position involving a significantly different grade level or significantly different subject area, only if:
    - i. there remain no vacancies at the employee's school in their existing grade level or subject area for which they have the necessary qualifications; and
    - ii. the employee has the least district wide seniority in their existing grade level or subject area; in which case:
    - iii. the Board acknowledges the need for retraining and shall provide appropriate resources in this area; and

- iv. the employee shall be given priority for transfer to future vacancies in the grade level or subject area from which they were transferred under this paragraph.
- e. Any employee who has been transferred without agreement shall not be transferred again without agreement for three (3) years except in cases where it would result in a layoff of the transferee, and with mutual agreement between the Association and the Board.
- f. Transfers initiated by the Board shall be confirmed no later than May 31st in a school year for the next school year, save when these are necessitated by circumstances not reasonably known to the Board before that date.
- g. An employee who is transferred for reasons of projected enrolment decline, position reduction or other such factor, shall have the opportunity of returning to the position previously held in the event the projected factors do not materialize. If, in the opinion of the Superintendent, intervening factors make immediate return to the original position unduly disruptive, the employee shall be given priority for transfer to the position previously held for the subsequent school year.
- h. For the purpose of five year transfers, pursuant to Article E.21.4.d employees who are transferred by the Board under E.24.2.g shall port their accumulated years from their current position to their transferred position.

### 3. Employee Initiated Transfers

- a. Employees who wish to transfer positions to another school for compelling reasons are required to submit their request in writing to the Director of Instruction Human Resources by May 1. Such requests shall be acknowledged by district email.
  - i. Employees who were placed during recall in multiple positions at multiple schools shall be understood to have a compelling reason to request an employee initiated transfer.
- b. The Director of Instruction Human Resources or designate shall arrange a meeting with the employee to discuss the circumstances of the request. The employee may be accompanied by a representative of the Association.
- c. An employee who is not granted a request for transfer may, upon request made within seven (7) days of notification, meet with the Director of Instruction Human Resources or designate to discuss reasons for the decision. The employee may be accompanied by a representative of the Association.



4. Employees shall be considered for transfers in the following order of priority:
  - a. Board initiated transfers;
  - b. Employee initiated transfers.
5. Intra-district Employee Exchange
  - a. Two (2) employees on continuing contracts of employment at different schools may file a written request through the Director of Instruction Human Resources to exchange positions, if they:
    - i. have worked within the school district for a period of five (5) years or more and are above the most recent layoff line;
    - ii. have positions of 0.5 FTE or greater;
    - iii. have the necessary qualifications and/or experience required by the position.
  - b. Such request must be received by June 16 to be implemented for the following school year. The response to the request will be given in writing no later than the last instructional day in June.
  - c. For the subsequent school year, the employees will return to their former school at their former owed FTE unless they request in writing that the exchange become permanent. Such request must be made to the Director of Instruction Human Resources by April 15. The response to the request will be given in writing by April 30. Once approved, the exchange will become permanent.
6. Assignment - In School
  - a. Every reasonable effort shall be made by the principal to inform employees of their assignments for the next school year prior to June 15<sup>th</sup> of the current school year.
  - b. All employees within a school shall be informed in writing of all school vacancies and shall be given consideration before posting outside of the building.
  - c. Assignments to district site-based programs such as V-Learn, ALP, Open Door, and Crossroads shall be considered time accumulated at the same school for the purpose of E.21.4.d.

## **ARTICLE E.25      EVALUATION**

[Note: Also see Article C.3 (Evaluation)]

1. The purpose of evaluation is to acknowledge and support effective instruction. All evaluations for the purpose of preparing a report on teaching performance shall be conducted in a manner which is fair and non-discriminatory.
2. Evaluations shall take place:
  - a. at the teacher's request or;
  - b. when initiated by the Superintendent.

In the event that a less than satisfactory report is given to a teacher, further evaluations may be performed at shorter than normal intervals.

3. All reports on the work of a teacher shall be in writing.
4. At least two weeks before commencing observations, the evaluator shall meet with the teacher to discuss the purposes of the evaluation and to seek agreement on their mutual understanding of the established district criteria and standards to be applied and the time-span and scheduling of observations. The criteria shall be in writing and shall be consistent with those generally accepted by the teaching profession and based on instructional effectiveness research and established in policy through a process of consultation.
  - a. In the event that a conflict between an evaluator and a teacher exists to such an extent that the evaluation process will be affected, the teacher may request that the superintendent select another district administrative officer to conduct the evaluation. The superintendent will review the circumstances of each such request and it shall not be unreasonably denied.
5. No criteria shall be applied which relate to aspects of the learning situation for which the teacher does not have responsibility.
6. Each report shall be based on not less than three or more than eight formal observations which reflect the teacher's assignment in their prime area of expertise, whenever practicable. These observations are exclusive of any supervision practices. The report shall note any discrepancy between the teacher's assignment, professional training and preferences of teaching subjects and grades. Although the final report may use information obtained from a resource person, as per Article 20(3) of the School Act, the report shall be based on the personal observations of the evaluator.

7. Periods chosen for observation shall be during appropriate periods of the school year and the teacher shall have the opportunity to select half the observation times.
8. Following each observation, the evaluator shall discuss with the teacher their observations and impressions. Such observations and impressions shall be provided to the teacher in the form of a written anecdotal statement within three (3) working days.
9. Reports shall be prepared only by the evaluator. The evaluator may be an Administrative Officer, the Superintendent, the Assistant Superintendent or the Director of Instruction.
  - a. The content of a teaching report shall be specific, objective description of teacher performance based on the established criteria. Reference to criteria shall be substantiated by objective data or specific examples.
  - b. Reports shall contain summary comments with a description of teacher strength and, if necessary, recommendations for improvement.
  - c. The closing evaluative statement on a teaching report shall read as follows:  
  
"The teaching performance is considered to be satisfactory"; or  
  
"The teaching performance is considered to be less than satisfactory".
  - d. Involvement or non-involvement of a teacher in extra- curricular activities and/or participation in Association or B.C.T.F. activities shall not be referred to in the report.
10. In the event of a less than satisfactory report, an adequately funded and professionally supported plan of assistance shall be developed by the Board after consultation with the Association and the teacher. Where the plan of assistance is implemented, it shall be completed before another report is initiated. When a teacher receives a less than satisfactory report, they shall be given the opportunity to have a second evaluation and report written by a different evaluator.
11. The teacher shall be given a draft copy of a report at least 48 hours prior to preparation of the final copy. They shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft. The evaluator shall make every reasonable effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
12. The final report shall be filed in the teacher's personnel file at the School Board Office. A copy shall be given to the teacher at the time of filing. There shall be no other copies of the report filed.

13. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with the report.
14. Revision of the criteria referred to in Article E.25.4 and E.25.9 will only occur after consultation with the Association and the Board shall publish this policy.
15. Teacher Teaching on Call Evaluation
  - a. At the request of a teacher teaching on call, the principal of a school shall endeavour to provide one or more single Observation Report(s) of a teacher's teaching on call assignment. The observation period chosen shall be mutually acceptable to the evaluator and the teacher teaching on call.
  - b. In all evaluations of teachers teaching on call, the criteria and their specific applications must be altered to suit the scope and duration of the teacher assignment upon which the evaluation is based.

## **ARTICLE E.26 PERSONNEL FILES**

1. There shall be only one (1) personnel file for each employee, maintained at the district office. Following review by the principal and the employee, any other file relating to an employee kept at their worksite shall be destroyed or transferred to the district file when the employee leaves that worksite.
2. After receiving a request from an employee, the Superintendent or designate, in respect of the district file, or the principal or supervisor of the worksite, in respect of any file kept at their worksite, shall forthwith grant access to that employee's file.
3. An appropriate school board official shall be present when an employee views their file, and the employee may be accompanied by an individual of their choosing.
4. The Board agrees that only factual material relevant to the employment and performance of the employee, shall be maintained in personnel files. In the event that the employee believes that any material in the file does not meet this criteria and the appropriate Board official does not agree to removal of the specified material, the employee may file a grievance pursuant to Article A.6 of this Agreement. Any information relating to the employment and performance of an employee, except routine payroll and benefit information, shall be dated and signed by both the employee and the Board official to note placement in said file. A copy of this material shall be given to the employee.

5. When material critical of the employee, or in the nature of a reprimand, is placed in the file:
  - a. the employee shall be so informed and
  - b. the employee may elect to attach an addendum to the material.
6. Where material critical of the employee, or in the nature of a reprimand, is placed in the file, the employee may request to have the material removed provided that two (2) years have elapsed from the filing, and no further material of that nature has been subsequently filed. Such request shall not be unreasonably denied.
7. Personnel files shall be in the custody of the Superintendent or designate and shall not be accessible to anyone other than appropriate officials of the School District for bona fide reasons.
8. Personnel files will be kept confidential.

#### **ARTICLE E.27 STAFF ORIENTATION**

1. The Board shall ensure that all newly hired employees, including TTOCs, receive a health and safety orientation in compliance with Occupational Health and Safety Regulations. The District Health and Safety Committee shall be consulted on the health and safety orientation materials and training.
2. Employees hired prior to the start of a school year shall be invited to participate in the district orientation session held prior to school start up. Employees hired during the school year will receive a district orientation package and shall be invited to participate in the next district orientation meeting offered.
  - a. The orientation session and package shall be prepared by the Board and shall include, but not be limited to, information regarding the basic operation of the school district, Health and Wellness, Professional Development, and the Collective Agreement.
  - b. The Association shall be invited to participate in the preparation and presentation of the district orientation session and package.

#### **ARTICLE E.28 SCHOOL ACT APPEALS**

1. Where a student and/or parent/guardian files an appeal under the School Act (Section 11) and the Board By-law of a decision of an employee covered in this Agreement, or in connection with or affecting such an employee:

- a. The employee and the Association shall immediately be notified of the appeal, and the teacher shall be entitled to receive all documents relating to the appeal in a timely manner;
  - b. The employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and
  - c. The employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall refuse to hear any appeal where the student and/or parent/guardian of the student has not first discussed the decision with the employee who made the decision.
3. 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 the law.

## **ARTICLE E.29 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and if:
  - a. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid, or
  - b. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, or
  - c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, and no criminal charges are laid, or
  - d. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, and should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation, then
2. The teacher shall be entitled to reasonable assistance in addition to that provided through the Employee Assistance Program. The teacher, together with the Superintendent of Schools and the President of the Association, shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties.

3. Such assistance, pursuant to Article E.29.2 may include special counseling for the teacher and family members; short term paid leave of absence for the teacher; position transfer; and, upon request by the teacher, provision of factual information to parents and students.
4. Where a teacher has been suspended pursuant to Section 15(4) of the School Act, the employee shall be reinstated with full pay providing the teacher is acquitted of the charges and any additional investigation by the Board concludes that, on a balance of probabilities, the teacher has not been guilty of any wrongdoing.

## **SECTION F        PROFESSIONAL DEVELOPMENT**

### **ARTICLE F.20        PROFESSIONAL AUTONOMY**

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual autonomy in determining the methods of instruction, and the planning and presentation of course material in the classes of pupils to which they are assigned.

### **ARTICLE F.21        PROFESSIONAL DEVELOPMENT - ADMINISTRATION AND FUNDING**

1. The Board and Association shall maintain a District Professional Development Committee.
  - a. The committee shall be chaired by the Association's Professional Development Chairperson.
  - b. The committee shall be comprised of seven (7) representatives of the Association and three (3) representatives of the Board.
2. The primary functions of the committee shall be:
  - a. To make recommendations to the Board on all matters of professional development;
  - b. To administer the Professional Development Fund;
  - c. To develop and maintain a Professional Development Handbook outlining the principles, practices and procedures for professional development in the District.
3. The Board shall pay \$145.00 per full-time equivalent teacher and the Association shall pay \$35.00 per full-time equivalent teacher. In addition, the Board shall pay \$145.00 per every five part-time employees and the Association shall pay \$35.00 per every five part-time employees. All funds will be deposited into a District Professional Development Fund.
  - a. Contributions to the fund shall be deposited in an account administered by the Professional Development Committee.



- b. Contributions will be calculated on September 30<sup>th</sup> of the school year to determine the Board and V.T.A. contributions. Allocations will be reexamined January 30 and appropriate adjustments made at that time for new staff hired to the District.
  - c. The Professional Development Committee shall present an annual written report to the Board and the Association giving an accounting of disbursements from the fund and a summary of the activities for which disbursements were made.
  - d. Any surplus shall not be used to reduce either the Board or Association contributions in future years unless mutually agreed upon.
- 4. Each school staff shall elect a Professional Development Committee.
  - a. The committee shall be chaired by a teacher.
  - b. The principal may be a member of the committee for the purposes of Article F.21.5.a.
- 5. The primary functions of the Committee shall be:
  - a. To plan school-based professional development activities which involve the whole staff or groups of staff but not individual association members.
  - b. To disburse monies allocated to the school staff from the District Professional Development Fund. The committee shall disburse money in accordance with the principles and procedures established by the District Professional Development Committee and shall provide such accounting as the D.P.D.C. may require.

## **ARTICLE F.22      ASSESSMENT/ACCREDITATION**

- 1. Prior to undertaking a school assessment/accreditation, the Board shall make provisions for adequate release time to carry out the assessment/accreditation without utilizing the non-instructional days.

## **ARTICLE F.23      TEACHERS TEACHING ON CALL – PROFESSIONAL DEVELOPMENT**

- 1. The Board shall establish a fund for the purpose of promoting professional development of the teachers teaching on call in the District.
  - a. The Board shall place the equivalent of 15 F.T.E. teachers' professional development money into this fund (15 x \$145.00).

- b. The Association shall place the equivalent of 15 F.T.E. teachers' professional development money into this fund (15 x \$35.00).
- 2. The teachers teaching on call's professional development funds shall be administered by the District Professional Development Committee and shall be subject to the principles, practices and procedures for professional development in the District.

#### **ARTICLE F.24 NON-INSTRUCTIONAL DAYS**

- 1. Non-instructional days shall be considered as instructional days for salary purposes.
- 2. The timing and content of school based days shall be determined by the school professional development committee and approved by the majority of the school staff including the school administrative officers.
- 3. Activities for the District non-instructional days shall be determined by teachers at the local Association level with direction from the school level.
- 4. Activities designated for educational/curriculum change non- instructional days shall be determined by Curriculum Council.

#### **ARTICLE F.25 PARENT TEACHER CONFERENCE**

- 1. The Board shall endeavour to provide time during normal instructional hours for teachers to confer with parents on parent/teacher conference days.

#### **ARTICLE F.26 CURRICULUM/EDUCATION CHANGE COMMITTEE**

- 1. The Board and the Association shall maintain a District Joint Education Change/Curriculum Change Committee.
  - a. The Committee shall be comprised of seven (7) representatives of the Association and three (3) representatives of the Board.
  - b. The Committee shall be chaired by an Association member.

2. The primary functions of the committee shall be:
  - a. To investigate, analyze, implement and evaluate educational and curriculum change.
  - b. To provide district focus in educational/curriculum change.
  - c. To support innovative projects, pilot projects and locally developed curriculum projects.
  - d. To advise the Board in annual budget development with respect to funds to be designated for educational change/curriculum development.
  - e. To allocate all funds designated through the annual district budget for educational change/curriculum development.

## **ARTICLE F.27 PROFESSIONAL RELATIONS COMMITTEE**

1. The Professional Relations Committee shall consist of four (4) representatives of the employer and four (4) representatives of the Association.
2. The mandate of the committee includes the following:
  - a. Promoting better relations and communications between the employer and members of the Association.
  - b. Investigating and analyzing suggestions regarding district-wide issues brought by the Association and the employer through their representatives.
  - c. Seeking clarification on practices within the district.
  - d. Identifying practices and initiatives to improve pro-active communication and problem solving within the district.
  - e. Making recommendations to the district regarding district wide issues.
3. The committee shall be jointly chaired by the Association and the employer. This committee shall meet a minimum of three (3) times per school year and minutes from each meeting shall be circulated to all schools. Meetings may be cancelled or additional meetings may be called as mutually agreed.
4. Co-chairs will develop the agenda for each meeting and shall circulate the agenda to committee members one (1) week prior to the meeting date.

Prior to circulation, minutes shall be jointly approved by the committee co-chairs.

## **SECTION G      LEAVES OF ABSENCE**

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

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

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

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

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

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

- b. in relation to an employee's spouse:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
3. Compassionate care leave supplemental employment insurance benefits:
- When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
- a. one hundred percent (100%) of the employee's current salary for the first 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.
4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
7. Seniority shall continue to accrue during the period of the compassionate care leave.

8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

[See also Article G.28 Compassionate Leave of Absence for short term compassionate leave of up to eight days.]

### **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**

[This Article contains various paid and unpaid leave provisions. Please read the article in its entirety to understand the full leave entitlements provided herein.]

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.]**

For the purposes of this article “immediate family” means:

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
- b. Any person who lives with an employee as a member of the employee’s family.

2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
3. In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause “family member” means:
  - a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
  - b. in relation to an employee's spouse or common-law partner or same-sex partner:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

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

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

**Local Provisions:**

5. Additional days, beyond those days granted under Article G.4.1, requested for related travel or for the completion of estate affairs may be granted with pay, less the composite cost of a teacher teaching on call, at the Board's discretion. See also Article G.4.2.
6. A teacher who is attending the funeral of a more distant relative than mentioned in Article G.4.1, may be granted a maximum of one (1) day's leave of absence with pay for that purpose, at the Board's discretion. See also Article G.4.3 for additional unpaid leave.

7. A teacher who is attending the funeral of a friend may be granted a maximum of one (1) day's leave of absence with pay for that purpose, at the Board's discretion.

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

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

### *Implementation:*

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

**[Note: See also Article G.31 Discretionary Leave of Absence Short Term and Article G.32 Discretionary Leave of Absence Long Term.]**

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

[Note: Article G.6 does not apply in School District No. 22 (Vernon) with the exception that Article G.6.1.b applies for the purposes of Article A.10 only.]

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

[Note: See also Article A.22 Release Time for Teacher Activities, Article A.24 Staff Representatives, and Article A.25 President's Release Time.]



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

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.
2.     Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
3.     Time spent conducting union business will not be considered a break in service with respect to payment on scale.
4.     Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

## **ARTICLE G.8        TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM**

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

## **ARTICLE G.9        TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE**

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).
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.
3.     The vacated teaching position will be posted as a temporary position during this period.
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).

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
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**

1. It is recognized that the purpose of sick leave is to provide sick leave benefits as set out in this Article to teachers who are unable to work due to illness or unavoidable quarantine of the teacher.
  - a. Teachers shall be entitled to all sick leave credits earned in the employ of the Board but not used as at June 30, 1988.
  - b. Refer to PCA Article G.1 for porting of sick leave to/from other school districts.
  - c. If a teacher is laid off or resigns from the Board's employ and subsequently is recalled or re-employed as a teacher with the Board, the teacher shall have immediate credit upon commencement of work in the teaching position of all sick leave credits remaining to the teacher's credit at the time of the teacher's layoff or resignation except as provided in G.20.1.d. This provision shall also apply to the sick leave credited to a teacher who has been employed on temporary contract with the Board and subsequently resumes employment with the Board.
    - i. The provisions of G.20.1.c above shall not apply for those leave credits that were previously ported from SD No. 22 to another district, pursuant to PCA Article G.1.
    - ii. Pursuant to PCA Article G.1, an employee who is rehired to SD No. 22 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.
  - d.
2. Sick leave is earned at the rate of one and one-half (1 1/2) days for each month taught by the teacher in the service of the Board.
3. Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
4. 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.
5. There is no maximum to the number of days of sick leave that may be accumulated.
6. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed 120 days.

7. A minimum of fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. The amount paid to a teacher for sick leave advanced but not earned during a year shall be repaid by the teacher to the Board progressively throughout that school year pursuant to Article G.20.3.
8. 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 school year.
9. Each teacher shall receive on or before October 1 an annual accounting of their accumulated sick leave as of August 31.
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.
11. Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness.
12. Where a teacher is in receipt of Workers' Compensation and at the same time is entitled to sick leave, the Board shall pay each month to the teacher that fraction of their salary which corresponds to the difference between their Workers' Compensation benefits and full salary for that pay period, and shall fractionally increase the teacher's benefits to full entitlement and shall debit the teacher's sick leave credit with the same fraction of full days.

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

## **ARTICLE G.21      MATERNITY LEAVE**

1. Regular Maternity Leave
  - a. Upon written request, a pregnant teacher shall be granted an unpaid leave of absence:
    - i. as provided for in Part 6 of the Employment Standards Act; or
    - ii. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the spring break.

2. Extended Maternity Leave

- a. A teacher granted leave under Article G.21.1 who chooses not to return to work at the expiration of that leave may apply for extended maternity leave four weeks prior to the start of a semester or term or by May 31 in respect to leave expiring on June 30<sup>th</sup>.
- b. Leave shall be granted upon request for a maximum of thirty (30) school months, with return to coincide with the commencement of a term or semester.
- c. Teachers returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board five weeks in advance except in respect to leave expiring June 30 where notice shall be given by May 31<sup>st</sup>.
- d. When a teacher has been granted extended maternity leave, the Board will pay its share of all benefit premiums during the period of the leave, if the teacher so requests and makes suitable arrangements for the continuation of their share of the premiums.
- e. If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions in accordance with Article G.20 (Sick Leave).

3. Early Return and Emergency Situations

- a. In the case of an incomplete pregnancy, death of the child, or other special situation, a teacher may return to duty earlier than provided in the agreed-upon leave.
- b. The teacher intending to make an early return to duty shall submit a written application and a medical certificate.
- c. In emergency situations, the teacher's application for leave under this Article shall be considered on shorter notice.

4. Return at End of Leave

- a. A teacher returning from maternity leave under Article G.20.1 shall be reassigned to the same position held prior to the leave.
- b. A teacher returning from extended maternity leave shall be assigned to a reasonably comparable position within the District, with no reduction of time.

- c. A teacher on maternity leave may apply for a transfer to another position to take effect upon their return.

## **ARTICLE G.22 MATERNITY SUPPLEMENTAL EMPLOYMENT BENEFIT PLAN**

1. The Board and the Association agree as follows:
2. The parties agree that there shall be a Supplemental Employment Benefits Plan implemented in the District.
3. Such a plan shall only be implemented when, if required, the plan is approved by and registered with Human Resources and Social Development Canada (HRSDC).
4. Teachers who take maternity leave must exhaust all employment insurance maternity benefits under this Plan before claiming any sick leave benefits.
5. Such a plan shall meet all of the criteria specified for such plans by Human Resources and Social Development Canada (HRSDC).
6. The general terms of the plan shall provide:
  - a. Applicants must apply for and receive regular employment insurance maternity benefits as a condition of receiving supplemental benefits;
  - b. The maximum combined benefits payable monthly shall equal 95% of the applicant's regular monthly salary;
  - c. The benefit shall be payable for a maximum period of seventeen (17) weeks from the date of eligibility/registration;
  - d. Any payment of benefits shall be restricted to the period of the regular work year of the teacher.

## **ARTICLE G.23 ADOPTION LEAVE**

1. During the adoption of a child, a teacher may be granted leave of absence without loss of pay to a maximum of three (3) days depending on the circumstances and the distances involved. This request shall not be unreasonably denied.

## **ARTICLE G.24      PARENTHOOD LEAVE**

1. A teacher with a dependent child shall be granted, upon request, a parenthood leave of absence without pay for:
  - a. a stated period of time as requested by the teacher up to a maximum of thirty (30) school months; or
  - b. a period of time so that the return to duty will coincide with the commencement of a term or semester or after the spring break;
  - c. Return from this leave will be as in Article G.21.4.b.
2. Parenthood leave shall also be granted in the case of adoption or legal guardianship.
3. In the case of adoption, leave shall commence from the date of the arrival of the child in the home. The provisions of Article G.21.2.d, G.21.2.e and G.21.4.b (Maternity Leave) shall apply.
4. In the case of parenthood leave, the Board will make provisions for continuance of benefits, provided the teacher pays the Board for the benefit plan premium.

## **ARTICLE G.25      PATERNITY LEAVE**

1. A teacher, other than the birth parent, shall be granted paternity leave up to one day, with pay, to attend the birth of a child or to care for the family during or after the birth. This leave may be taken in two half days.

## **ARTICLE G.26      PAID EDUCATIONAL LEAVE**

1. The Board shall annually establish an Educational Leave Fund in the amount of two teacher F.T.E.'s at the average teacher's salary for the District in the current year.
2. The Board may grant educational leave to applicants with a minimum of five years service in the District for the purpose of furthering the excellence of instruction in the District.

Any of the following general activities at or through an approved educational institution or training facility as determined by a Joint Committee with equal representation from the Board and the Association may be considered to fulfil such purposes:

- a. To obtain formal academic training regardless of whether it leads to higher certification.
  - b. To complete studies or programs designed to bring new techniques or educational strategies to the District.
  - c. To assist established teachers to refresh and advance their knowledge or method, subject matter or general background for teaching.
  - d. To undertake other programs approved by the Joint Committee and the Board.
3. The basic unit of leave shall be one year but may be taken on a semester basis, i.e. September - December/January - June.
4. Payment for a full year's leave shall be at the rate of six-tenths of annual salary with payments being made at a full monthly rate for the first six-tenths of the leave period. That period is understood to fall within the months spanning September to June. The teacher shall accumulate teaching experience as per Article B.21.2.b.
5. A teacher granted educational leave for less than a year shall receive payments equal to six-tenths of the salary they would be paid if not on educational leave.
  - a. A teacher returning to teaching duties from leave under this Article shall be assigned to the position in the school and the assignment held previously in that school provided that position and assignment continues to exist.

#### Method of Application

6. Application will be made by the teacher applying in writing to the Director of Instruction or Designate stating clearly the particular purpose for the leave and the proposed activities designed to fulfill that purpose.
  - a. Applications for full or part year educational leave must be received prior to January 1 of the school year preceding the year for which the leave will be granted.
  - b. Where funds remain unallocated in any school year, these shall be carried over to the following budget year.
7. The Director of Instruction or Designate shall submit the applications to the Joint Committee for recommendations to the Board.
8. Teachers applying for educational leave will be notified by the Board of acceptance or rejection of their application by April 30.



9. Successful applicants shall provide the Board of Education with documentation from the educational institution or training facility verifying the teacher's enrolment in their approved program and confirmation of completion of the said program.

#### Teacher's Covenant

10. Full-time teachers granted leave under this section shall undertake to return and to stay in the service of the Board for a period of not less than the full-time equivalent of two school years. Part-time teachers granted leave under this section shall undertake to return and to stay in the service of the Board for a period of not less than the part-time equivalent of two school years. Should a teacher fail to fulfil this covenant, they shall be responsible for a refund of monies received while on leave either in whole or in part.

The amount and method of refunding in such cases shall be a Board decision based on a recommendation of the Joint Committee.

### **ARTICLE G.27 JURY DUTY LEAVE OF ABSENCE**

1. When a teacher is required to serve as a juror or is subpoenaed to appear in court as a witness, that teacher shall be granted leave of absence with pay for the period during which the teacher's attendance in court is required and any necessary travelling time. Any fees received for such service shall be paid to the Board.

### **ARTICLE G.28 COMPASSIONATE LEAVE OF ABSENCE**

1. When a teacher requests leave of absence for compassionate reasons of serious illness within the immediate family, such leave shall be granted, with pay, to a maximum of eight (8) days annually. Additional days, with pay less the composite cost of a teacher teaching on call may be granted at the Board's discretion.
2. Where leave of absence is granted under this Article, the Board may require that the teacher provide a certificate of proof of such illness from a duly qualified medical practitioner.

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

### **ARTICLE G.29 SPECIAL APPOINTMENTS**

1. Leave of absence of up to two (2) days may be granted in each circumstance with a maximum of four (4) days per school year to obtain consultation or treatment by a specialist for a teacher when referred by a medical practitioner.

2. This leave will be charged against accumulated sick leave.

#### **ARTICLE G.30      DISCRETIONARY LEAVE OF ABSENCE SHORT TERM**

1. A teacher may request a leave of absence for personal reasons, with pay less the composite cost of a teacher teaching on call, to a maximum of five (5) days annually. Such requests shall not be unreasonably denied.
2. Any request for personal leave in excess of five (5) days must be referred to the Board of Education for a final decision.
3. The composite teacher teaching on call's daily rate will be calculated from the Teachers' Salary Grid in effect as of July 1<sup>st</sup> of that year.
4. Days not taken may not be accumulated or deferred to a following school year.

**Note: See also Article G.5 Unpaid Discretionary Leave.**

#### **ARTICLE G.31      DISCRETIONARY LEAVE OF ABSENCE LONG TERM**

1. A teacher may request and be granted a leave of absence without pay for an extended time period ranging from a single school term to a maximum of two (2) years. Such requests shall not be unreasonably denied.
2. A teacher who wishes to take a leave of absence that extends beyond two (2) consecutive years must request approval of the Board of Education.
3. Partial year leaves of absence, upon reaching a cumulative total of twenty (20) teaching months of leave in consecutive years, must similarly have the approval of the Board of Education.
4. Teachers granted leave of one (1) year's duration or longer under this Article will, upon return, have their placement preferences considered, but may be assigned to any District school.

**Note: See also Article G.5 Unpaid Discretionary Leave.**

#### **ARTICLE G.32      LEAVE OF ABSENCE FOR ELECTED OFFICIALS**

1. The Board recognizes the need to encourage and support employees who wish to pursue community service through becoming an elected official at the municipal, regional, provincial, or federal level.

2. Upon being nominated as a candidate for M.L.A. (provincial) or M.P. (federal), the teacher shall, upon request be granted a leave of absence, without pay, during the campaign period.
3. Employees who have been elected to local Municipal Councils, Regional District Boards, or School Boards will be granted, upon request, leave of absence to a maximum of five (5) days annually, with pay less the composite cost of a teacher teaching on call.
4. Employees elected as either a Member of Parliament or a Member of the Legislative Assembly will be granted a Long-Term Leave Of Absence, without pay, for the period of elected office.
  - a. A teacher returning to full teaching duties from leave under this Article shall be assigned to the position held prior to the leave providing that this position continues to exist.
  - b. If the teacher's original position no longer exists, the teacher shall be placed in an equivalent position in accordance with transfer practices in the District.
  - c. A teacher shall be entitled to placement under Article G.32.4.a and G.32.4.b only at the beginning of a school year. A teacher returning to full teaching duties during a school year shall be placed in an appropriate position after consultation with the teacher and the Association, with entitlement to placement under Article G.32.4.a and G.32.4.b at the commencement of the next school year.

#### **ARTICLE G.33 SELF-FUNDED LEAVE PLAN (3-4-5 LEAVE)**

1. The Board shall administer a Self Funded Leave Plan as determined by a separate agreement and in compliance with Policy 6.4.0.
2. A teacher returning to teaching duties from leave under this Article shall be assigned to the position in the school and the assignment held previously in that school provided that position and assignment continues to exist.

#### **ARTICLE G.34 DEPARTMENT OF NATIONAL DEFENCE (D.N.D.) LEAVE OF ABSENCE**

1. Requests for Leaves of Absence from members of the teacher staff to teach overseas under the D.N.D. will be forwarded, as received, to the appropriate office of the D.N.D. for acceptance, selection or rejection.

2. On notification by D.N.D. of its selection, the Board will grant an initial two (2) year leave of absence and an extension of one (1) year, if so requested, to any teacher selected by D.N.D.
3. There will be no further extension of the leave of absence.
4. Teachers whose applications have not been accepted by D.N.D. and who may *wish* to re-apply in the following or subsequent years must complete and submit application forms and supporting documents.

Application documents of unsuccessful applicants are not automatically renewed by the D.N.D.

5. D.N.D. leaves of absence are to be at no expense to the Board.
6. The Board does not guarantee, nor will it keep open, the position left by a successful D.N.D. applicant. Such teachers, upon their return, will have their placement preferences considered but may be assigned to any District school.

#### **ARTICLE G.35      SECONDMENT AND EXCHANGE TEACHER LEAVE OF ABSENCE**

1. When a teacher receives a seconded assignment to the Ministry of Education, a Faculty of Education, or similar educational institution, or participates in a recognized teacher exchange program, a leave of absence without pay will be granted pursuant to the arrangements for that specific assignment.
  - a. The teacher returning to full teaching duties from a leave under this Article shall be assigned to the position held prior to the leave providing that this position continues to exist.
  - b. If the teacher's original position no longer exists, the teacher shall be placed in an equivalent position in accordance with transfer practices in the District.
  - c. A teacher shall be entitled to placement under Article G.35.1.a and G.35.1.b only at the beginning of a school year. A teacher returning to full teaching duties during a school year shall be placed in an appropriate position after consultation with the teacher and the Association, with entitlement to placement under Article G.35.1.a and G.35.1.b at the commencement of the next school year.

## **ARTICLE G.36      LEAVES – OTHER**

1. A teacher may request and shall be granted a leave of absence with pay for any of the following reasons:
  - a. Examinations To write an examination in a subject related to the teaching assignment. A maximum of one (1) day.
  - b. Convocation To receive a degree or diploma from an educational institution or to be present when a member of the teacher's immediate family (child, spouse, sibling, parent) receives a degree or diploma. A maximum of one (1) day.
  - c. Competitions To participate (plan, coach, referee, manage, or train) in a national or international competition. The teacher will be required to present a letter from the representative group confirming that the individual's participation is needed and confirming that the function is a national or international competition.
  - d. Citizenship To attend a ceremony where the teacher is granted Canadian citizenship. A maximum of one (1) day.
  - e. Marriage To attend the teacher's own marriage, should this occur on a school day. A maximum of one (1) day.
  - f. Educational Activities To give an address on educational matters or to attend workshops, conferences or conventions. A maximum of two (2) days.  
No teacher shall be entitled to receive more than five (5) days leave under this Article in any one school year.

Any requests for leave in excess of five (5) days must be referred to the Board for a final decision.

## **ARTICLE G.37      RETURNING FROM LEAVES OF ABSENCE**

1. Teachers on Leaves of Absence from the District must confirm with the Board no later than April 30 of that year, their intent to:
  - a. resign from the District; or
  - b. request an additional Leave of Absence; or
  - c. return to a position in the District.
2. If a teacher fails to notify the Board by this date, they will have been deemed to indicate an intent to return to a position in the District.

## **SIGNATURES**

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Christine Perkins, Superintendent  
School District No. 22 (Vernon)

\_\_\_\_\_  
Cori Huizer, President  
Vernon Teachers' Association

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

\_\_\_\_\_  
Teri Mooring, President  
British Columbia Teachers' Federation

## **APPENDICES AND LETTERS OF UNDERSTANDING**

### **LOCAL LETTER OF INTENT RE: EXTENDED DAY SCHOOLS**

BETWEEN:

BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 22 (VERNON)  
(Hereinafter referred to as the "Board")

EMPLOYER

AND:

VERNON TEACHERS' ASSOCIATION  
(Hereinafter referred to as the "Association")  
UNION

The Board and the Association agree as follows:

A. In respect to Extended Day schools pursuant to Article D.22.3 the Board agrees, to modify the application of provisions in the Collective Agreement pertaining to sick leaves, Article G.20, and educational activity leave, Article G.37.1.f, as follows:

1. Sick Leave (Article G.20)
  - (a) to deduct one-half (1/2) day of this sick time if a teacher is absent for the morning and afternoon on a Friday;
  - (b) to not deduct sick time if the teacher is present in the morning and is absent due to illness in the afternoon on a Friday.
2. Educational Activity Leave (Article G.37.1.f)
  - (a) to charge one-half (1/2) day of this leave if the teacher takes this leave all day Friday.

B. The Board will review the terms of the Letter on or before June 30, 2019, and may extend these conditions to the end of the term of the next Collective Agreement.

DATED THIS 13 DAY OF NOVEMBER, 2015.

## **LOCAL LETTER OF UNDERSTANDING**

### **RE: STAFF MEETINGS**

Between:

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 22 (VERNON)  
(Hereinafter referred to as the “Board”)  
(The “Employer”)

And

VERNON TEACHERS’ ASSOCIATION  
(Hereinafter referred to as the “Association”)  
(The “Local”)

The parties agree to strike a sub-committee to work together on the issue of Staff Meetings. In September 2013 the sub-committee will be formed and will commence gathering information around the issues of concern regarding staff meetings. The sub-committee will work together to develop a plan for addressing the concerns and present them to the parties for consideration.

The sub-committee will consist of four (4) members of the Association and four (4) members of District Administration.

The sub-committee will consider all relevant Collective Agreement articles that may be affected and amendments will be recommended as required.

Any changes to the Collective Agreement must be approved by the Board and by the Association.

The sub-committee will present its report to the parties no later than January 31, 2014.

Dated: July 16, 2013

School District No. 22  
Vernon

Vernon Teachers’ Association

BCPSEA

BCTF



**LETTER OF UNDERSTANDING  
BETWEEN**

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

**And**

**The Board of Education of School District No. 22  
(Vernon) ("the Board")**

**And**

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

**And**

**Vernon Teachers' Association (VTA)**

**Re: Aboriginal Language Program**

1. The Employer has established an Introduction to Okanagan Language Program (the "Program") requiring a teacher with the ability to speak the Okanagan Language "Nsyilxcen";
2. There are no individuals within the bargaining unit who have the ability to speak "Nsyilxcen";
3. The Employer has engaged an outside contractor to provide "Nsyilxcen" language services for the Program. The contractor is responsible for providing a language speaker as well as a language apprentice to be in the classroom. They will be responsible for language instruction to students in "Nsyilxcen" in both speaking and written formats.
4. A teacher has been assigned to the Program and will carry out all regular teaching duties, including classroom supervision, evaluation of students, and curriculum implementation, including scope and sequence.
5. This arrangement will remain in place for the duration of the Program offering or until a qualified teacher who can speak "Nsyilxcen" is able to assume the duties associated with the delivery of the Program.
6. This Letter of Understanding constitutes mutual agreement as referenced in Article A.20 of the Collective Agreement.

7. This Letter of Understanding is effective the date it is approved by all the parties. This Letter of Understanding is without prejudice to the BCPSEA, the Employer, the BCTF and the Local.

Dated: October 2, 2009

School District No. 22  
Vernon

Vernon Teachers' Association

BCPSEA

BCTF

## **LETTER OF INTENT**

### **BETWEEN**

**The Board of Education of School District No. 22 (Vernon)**  
(hereinafter referred to as the “Board”)

**And**

**Vernon Teachers’ Association**  
(hereinafter referred to as the “Association”)

### **RE: CLASS SIZE ARTICLE D.1**

The Board and the Association agree as follows:

1. The Board assures the Association of its intent to reduce class size from current levels and to endeavour to maintain class sizes throughout the District at the levels outlined in D.1.2 without application of the buffer, subject to:
  - setting a target of September, 1994, for achievement of this goal;
  - acknowledgement that growth in the system creates other expense priorities which must be met at the same time as an increase in professional staff
2. The Board and the Association will establish a joint committee to study trends in class size within the school district and report annually to the Board and the Association by January 15 with respect to these trends.
3. Representatives of the Association will be invited to meet with the budget allocation committee during annual budget planning to be informed as to emerging priorities, their merits and needs and the relative position of class size funding in these priorities.

DATED THIS DAY OF JULY, 1993.

BOARD OF SCHOOL TRUSTEES

SCHOOL DISTRICT NO.22 (VERNON)

VERNON TEACHERS’ ASSOCIATION

## **LETTER OF INTENT**

### **BETWEEN**

**The Board of Education of School District No. 22 (Vernon)**  
(hereinafter referred to as the “Board”)

**And**

**Vernon Teachers’ Association**  
(hereinafter referred to as the “Association”)

### **RE: DISCRETIONARY STAFFING**

The Board and Association agree with respect to the concept of discretionary as outlined below.

### **DISCRETIONARY STAFFING**

DISCRETIONARY STAFFING will be allocated to elementary schools prior to Sept. 30th 1992 to a total of (four) 4.0 F.T.E. The following conditions will guide the assignment of this staff and subsequent discussion and consideration of this issue.

#### **1. IDENTIFICATION OF NEED**

Schools identifying unique learning needs among student clientele may apply to the Director of Educational Programs for staffing recognition. The identification shall be made by the school based team and principal in consultation with the school staff and shall include the following:

- appropriate demographic information as outlined in the V.T.A. proposal;
- specification of groups and/or individuals in need of special services;
- a description of the proposed intervention or model of service delivery;
- a plan for evaluation of effect of service delivery;
- a statement relating the service requested to the goals of the strategic plan.

The application will be made jointly by the school-based team and the principal to the Director of Educational Programs.

## 2. PRESENTATION

Each school so wishing will be given the opportunity to present its needs to the Director of Educational Programs. The director, in consultation with their staff, will screen these to determine a list of those of highest priority and formulate recommendations for allocation of the staffing available. A meeting of those affected, the principal and school based team member from high priority schools, will be convened to consider these recommendations and work towards a consensus with respect to final allocation. In the event a consensus is not achieved, the director shall make the final allocation.

## 3. APPEALS

In the event of an appeal of a decision with respect to an allocation, the Superintendent or designate together with the President, V.T.A. or designate will hear the basis of the appeal. In this event, the decision of the superintendent will be final.

## 4. USE OF ASSIGNED STAFFING

Each school assigned staffing by this method will be responsible for determining the manner in which the staff is utilized. Selection of staff will be done by the principal. Following input from the school based team, the structure of the assignment will be determined by the principal with the agreement of the school staff.

## 5. EVALUATION

The principal of each school receiving staffing allocation through this provision must submit an evaluation of the results of the interventions provided by April 15 of the calendar year to the Director, educational programs.

It is understood that discretionary staffing will be done on a zero based concept with each year's allocation applying to that year only. A proposal for staffing in each subsequent year must be made prior to April 30th of each year.

## 6. FOLLOW UP TO LONG TERM MODEL

The President of the V.T.A. and the Superintendent will set a mandate for and identify members to sit on a joint committee to consider the long term implications of discretionary staffing and its relationship to the strategic plan. This committee will be structured and meet by Nov. 15, 1992.

DATED THIS DAY OF JULY. 1993.

BOARD OF SCHOOL TRUSTEES, SCHOOL DISTRICT NO.22 (VERNON)  
VERNON TEACHERS' ASSOCIATION

[Note: Housekeeping changes made in September 2021 to make gender neutral]

# **PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

## **LETTER OF UNDERSTANDING NO. 1**

### **BETWEEN**

**The British Columbia Teachers' Federation**

### **AND**

**The British Columbia Public School Employers' Association**

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

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

6. Effective date of local matters items:

- a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

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

Original signed by:

“Jim Iker”

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For BCTF

“Renzo Del Negro”

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For BCPSEA

<p style="text-align: center;"><b>Appendix 1</b> <b>PROVINCIAL MATTERS</b></p>
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## **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**

<b>Appendix 2</b> <b>LOCAL MATTERS</b>
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**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

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

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

British Columbia Teachers’ Federation

“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 25<sup>th</sup> day of June, 2012

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

**LETTER OF UNDERSTANDING No. 3. a**

**Between**

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

**And**

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

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

**Does not apply in School District No. 22 (Vernon).**

**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**

**Does not apply in School District No. 22 (Vernon).**

**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:

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Alan Chell  
For BCPSEA

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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**

**Does not apply in School District No. 22 (Vernon).**

## **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 26<sup>th</sup> day of March, 2020

Original signed by:

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Alan Chell  
For BCPSEA

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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 26<sup>th</sup> day of March, 2020

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

## **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:

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Alan Chell  
For BCPSEA

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March 26, 2020  
Date

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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]<sup>1</sup> / SD No. 39 (Vancouver)
  - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
  - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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<sup>1</sup> The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.  
S.D. No. 22 (Vernon) & Vernon Teachers' Association 2019-2022 Final Version: Sept 15, 2021

## Appendix A to Letter of Understanding No. 9

<b>Benefit Provision</b>	<b>Provincial Extended Health Benefit Plan</b>
Reimbursement	80% until \$1,000 paid per person, then 100%
Annual Deductible	\$50 per policy
Lifetime Maximum	Unlimited
Coverage Termination	June 30 <sup>th</sup> following an employee attaining age 75, or upon earlier retirement.
<b>Prescription Drugs</b>	
Drug Formulary	Blue Rx
Pay-Direct Drug Card	Yes
Per Prescription Deductible	\$0
Sexual Dysfunction	Covered
Oral Contraceptives	Covered
Fertility	\$20,000 Lifetime Maximum
<b>Medical Services and Supplies</b>	
Medi-Assist	Included
Out-of-province emergency medical	Covered
Ambulance	Covered
Hospital	Private/Semi-Private
Private Duty Nursing (including In-home)	\$20,000 per year
Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by Pacific Blue Cross)	Covered

<b>Medical Services and Supplies continued</b>	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
<b>Vision Care</b>	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
<b>Paramedical Services</b>	
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**

**Does not apply in School District No. 22 (Vernon).**

**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 experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.

5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their 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 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than June 30<sup>th</sup> of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than November 15<sup>th</sup> of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15<sup>th</sup> of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date of LOU 16(c) signed below.

Example:

1. On June 1, 2015, Teacher A provides written notice to the district that they would like to transfer their Article C.4 TTOC experience that they will have accrued up until June 30, 2015 (in terms of closest equivalent month) to their temporary/continuing previous local agreement increment experience bank.
2. On June 30, 2015, Teacher A has 70 TTOC days of experience accrued under Article C.4.
3. On August 31, 2015, 4 months of experience would be transferred to their experience bank under the applicable previous local collective agreement increment language for

continuing and/or temporary employees and 2 days of TTOC experience would remain in their TTOC bank under Article C.4. (70 divided by 17 = 4 whole months, with 2 days remaining)

4. Effective August 31, 2015, the previous local collective agreement increment language for temporary/continuing employees would then apply to the 4 months of experience that was transferred.

*Original signed by:*

Renzo Del Negro

Jim Iker

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

April 22, 2015

\_\_\_\_\_  
Date

**TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST –  
FORM A**

**Re: August 31<sup>st</sup> transfers for TTOC experience accrued up to and including June  
30<sup>th</sup>**

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

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

**Re: December 31<sup>st</sup> transfers for TTOC experience accrued up to and including  
November 15<sup>th</sup>**

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

**LETTER OF UNDERSTANDING NO. 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 1<sup>st</sup> (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 26<sup>th</sup> 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.

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