

**LOCAL AND PROVINCIAL MATTERS AGREEMENT**

**A Working Document**

**BETWEEN -**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION/**

**The Board of Education of School District No. 52 (Prince Rupert)**

**(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION/**

**The Prince Rupert District Teachers' Union**

**(The "Local")**

**AS IT APPLIES IN S.D. #52 (PRINCE RUPERT)**

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

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

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

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

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

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

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

## **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; [A.6.4.a.i is applicable in SD 52.]  
and/or
  - ii. at least one of the employer representatives shall be a trustee. [A.6.4.a.ii is not applicable in SD 52.]
- 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.



## **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.

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

## **LOCAL ARTICLES**

### **ARTICLE A.20      UNION SECURITY**

#### **1.      No Contracting Out**

Work normally and regularly performed by members of the bargaining unit as part of normal and regular educational duties shall not be contracted out.

#### **2.      Teachers' Assistants, Aides, Child Care Workers and Volunteers**

- a.      All assistants, aides and child care workers assigned for the purpose of assisting teachers in carrying out their responsibilities, and all others volunteering to assist classroom teachers, shall be under the direction of the teacher(s) being supported and under the supervision of the corresponding Administrative Officer(s).
- b.      Assistants, aides, child care workers and volunteers shall not perform the duties of teachers.
- c.      Teachers shall not be required to write formal evaluations on teacher assistants, aides, and child care workers. Teachers, however, may provide the Administrative Officer with notes or comments that would assist the Administrative Officer in completing the formal evaluation of such employees.

### **ARTICLE A.21      MANAGEMENT RIGHTS**

The Union recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise specifically provided in this agreement.

### **ARTICLE A.22      UNION RIGHTS**

#### **1.      PRDTU Access to Worksite and School Facilities**

Should the PRDTU wish to transact PRDTU business on school property, permission should be requested of the School Principal, where practicable, not less than three (3) days prior to the desired date.

It is understood that such business will be transacted outside of regular instructional hours and shall not interfere with scheduled teacher duties or school meetings.

Approval will not be unreasonably withheld.

From time to time the PRDTU may wish access to school rooms for meetings and other union activities. Such access will be subject to room availability and approval of the School Principal.

## **2. Bulletin Boards**

- a. The Board shall provide a bulletin board in each school-site staffroom for the exclusive use of the PRDTU. The use of these bulletin boards shall be restricted to the business affairs of the Union.
- b. It is recognized by the PRDTU that both students and general public have access to school staffrooms.

## **3. Internal Mail**

The PRDTU shall have access to the district mail service and employee mail boxes, free of charge, for communication to bargaining unit members.

## **4. Use of Equipment**

School and/or School District equipment used by the PRDTU will be with the approval of the corresponding supervising Administrative Officer and any additional costs associated with the use of that equipment shall be borne by the PRDTU.

## **5. Copy of Agreement**

- a. The Board shall provide every employee with an electronic copy of this agreement as soon as reasonably possible after the satisfactory conclusion of negotiations. A printed copy shall be provided upon request.
- b. New employees shall receive an electronic copy of the Collective Agreement at the commencement of employment. A printed copy shall be provided upon request.
- c. The Board shall provide five (5) printed copies of the Collective Agreement to the PRDTU Office and two (2) printed copies for every Staff Representative within thirty (30) working days of its availability.
- d. Printed copies of the Collective Agreement shall be available for use during New Teacher Orientations.
- e. A French translation of the agreement shall be made available upon the request of a teacher. All costs shall be shared equally by the Board and the PRDTU.

- f. Should there be difference(s) in interpretation between the English and the French copies of the collective agreement, the English copy shall be deemed the official copy.

## **6. List of All Teachers**

The Board should forward to the Union a list of all teachers employed by the Board with category, experience, salary, allowances and bonuses paid not later than October 15<sup>th</sup> of every year. When teachers are employed after that date, the Union is to be advised not later than the first payroll date after the month of hiring.

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

Any position of special responsibility presently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties. New administrative officer appointments will not be made by the Board without prior consultation with the PRDTU.

## **ARTICLE A.24 LABOUR DISPUTES/PICKET LINES**

1. All teachers covered under this Agreement may, as a matter of conscience, refuse to cross or work behind a legal picket line. Any such absence shall be considered to be absence without leave and pay shall be deducted at the daily rate.
2. The Board shall not require, nor direct teachers covered under this Agreement to work or carry out duties normally performed by employees engaged in a legal strike or lockout, except for emergent matters which would threaten the safety or well being of students.
3. Students shall have access to school, without interference, during a legal strike. Students or volunteers shall not be required or requested to carry out duties normally performed by employees engaged in a legal strike or lockout.

## **ARTICLE A.25 ABEYANCE OF CONTRACT**

1. Should either the Board or the PRDTU believe, because of special circumstances, that adherence to particular clauses in contract will impinge upon decision making in the best interests of the district, then
  - a. The concerned party may opt to notify the other in writing of the circumstances involved and the clause(s) at issue, and to request a meeting for the purpose of mutually resolving the issue in the best interests of the district.
  - b. The notified party shall have full discretion whether to agree to such a meeting.

- c. Should the meeting take place, it is acceptable, by invoking this clause, to hold mutually agreed upon contract language in abeyance to allow joint resolution of the specific issue being considered.
- d. Any agreement under this clause is limited to the bargaining authority of the Local and the District pursuant to *PELRA* and Provincial Letter of Understanding No. 1. Should the desired agreement concern a Provincial Matter, the agreement is subject to the written approval of the BCPSEA and BCTF.

## **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

### 7. INTENTIONALLY LEFT BLANK

### 8. Salary Schedules

- a. Except as otherwise specifically provided in the terms of this Agreement, the annual salary of each teacher employed by this district shall be determined in accordance with the following schedules on the dates indicated:

**Salary Grid Effective July 1, 2019**

Step		Cat 4		Cat 5		Cat 5+		Cat 6
0		\$ 50,910		\$ 55,613		\$ 58,929		\$ 60,093
1		\$ 53,325		\$ 58,553		\$ 62,161		\$ 63,429
2		\$ 55,737		\$ 61,494		\$ 65,393		\$ 66,762
3		\$ 58,151		\$ 64,435		\$ 68,626		\$ 70,097
4		\$ 60,565		\$ 67,376		\$ 71,858		\$ 73,432
5		\$ 62,978		\$ 70,317		\$ 75,089		\$ 76,766
6		\$ 65,391		\$ 73,256		\$ 78,322		\$ 80,101
7		\$ 67,806		\$ 76,197		\$ 81,554		\$ 83,435
8		\$ 70,218		\$ 79,139		\$ 84,786		\$ 86,769
9		\$ 74,810		\$ 84,542		\$ 90,658		\$ 92,807

Note: School District No. 52 (Prince Rupert) is also eligible for the remote recruitment and retention allowance of \$2,570 pursuant to Letter of Understanding No. 5.

### Salary Grid Effective July 1, 2020

Step		Cat 4		Cat 5		Cat 5+		Cat 6
0		\$ 51,928		\$ 56,726		\$ 60,108		\$ 61,295
1		\$ 54,391		\$ 59,724		\$ 63,404		\$ 64,697
2		\$ 56,852		\$ 62,724		\$ 66,701		\$ 68,097
3		\$ 59,314		\$ 65,724		\$ 69,998		\$ 71,499
4		\$ 61,776		\$ 68,724		\$ 73,295		\$ 74,900
5		\$ 64,237		\$ 71,723		\$ 76,591		\$ 78,302
6		\$ 66,699		\$ 74,722		\$ 79,888		\$ 81,703
7		\$ 69,162		\$ 77,721		\$ 83,185		\$ 85,104
8		\$ 71,622		\$ 80,722		\$ 86,482		\$ 88,505
9		\$ 77,054		\$ 87,078		\$ 93,377		\$ 95,591

Note: School District No. 52 (Prince Rupert) is also eligible for the remote recruitment and retention allowance of \$2,622 pursuant to Letter of Understanding No.5.

### Salary Grid Effective July 1, 2021

Step		Cat 4		Cat 5		Cat 5+		Cat 6
0		\$ 52,967		\$ 57,860		\$ 61,310		\$ 62,521
1		\$ 55,479		\$ 60,919		\$ 64,672		\$ 65,991
2		\$ 57,989		\$ 63,978		\$ 68,035		\$ 69,459
3		\$ 60,501		\$ 67,039		\$ 71,398		\$ 72,929
4		\$ 63,011		\$ 70,098		\$ 74,761		\$ 76,398
5		\$ 65,522		\$ 73,158		\$ 78,123		\$ 79,868
6		\$ 68,033		\$ 76,216		\$ 81,486		\$ 83,337
7		\$ 70,545		\$ 79,275		\$ 84,849		\$ 86,806
8		\$ 73,055		\$ 82,336		\$ 88,212		\$ 90,275
9		\$ 78,595		\$ 88,819		\$ 95,245		\$ 97,503

Note: School District No. 52 (Prince Rupert) is also eligible for the remote recruitment and retention allowance of \$2,674 pursuant to Letter of Understanding No. 5.

## 9. Placement on Scale

- a. Placement on the Salary Grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, subject to provisions of this contract, and in accordance with years of experience as determined by Article B.1.10 of this agreement.



- b. At the time of appointment, the Board shall advise the teacher, in writing, of documentation required to establish initial scale placement and the requirement of the teacher to advise the Board if there will be any difficulties in meeting scale placement deadlines.
- c. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in category or certification.
- d. The teacher shall advise the Board, in writing, of unexpected delays in obtaining necessary documentation and request an extension of the time limits. Such a request shall not be unreasonably denied.
- e. The Board shall notify the teacher of scale placement and category forthwith after assessing the documentation referred to in Article B.1.9.c. Should documentation be incomplete, the Board shall notify the teacher and shall provide an interim scale placement until the matter is resolved.
- f. A teacher who believes that the scale placement granted has not been in accordance with this agreement must apply to the Secretary-Treasurer for adjustment. If application is made within one (1) month of the notification of scale placement, an adjustment approved shall be retroactive to the date of employment or the date of change in category or certification. For an appeal made after that one (1) month, the adjustment, if approved, shall be effective on the first of the month following the application.
- g. Persons holding Letters of Permission whose years of preparation can be equated with years of university training shall be placed:
  - i. in the same category as that which would apply if their total years of training had included one year of teacher preparation provided that they teach at least 50% in their major subject area;
  - ii. in one category below that which would apply if their total years of training had included one year of teacher preparation provided that they teach less than 50% in their major subject area.
- h. No teacher shall receive a salary less than category 4 minimum.
- i. Permanent Certification Plus 30 Credits
  - i. While remaining in the employ of the School Board, any teacher who obtains 30 credits in university or summer school in excess of the minimum academic requirements for any permanent certification which does not qualify the teacher for higher certification shall receive an

additional increment. The amount of money paid each year shall be in accordance with the teacher's certification.

- ii. Courses taken must be in a field of studies that matches the provincial curriculum or local Board-approved curriculum.
- iii. The units must not have been used to obtain present or prior certification.

## **10. Experience**

- a. All teaching experience in government supported and inspected schools shall be recognized and credited for placement on the Salary Grid.
- b. Except as excluded in Articles B.1.10.c, B.1.10.d and B.1.10.e, an increment shall normally be granted on the anniversary date of employment and each year on that date until the category maximum is reached. Otherwise, increments shall be applied on the first month following the month in which a year's aggregate experience is earned.
- c. A continuous teaching appointment of at least one month, excepting those temporary appointments which are granted retroactively under the provisions of Article C.24.4.a, shall count for increment purposes. An additional increment shall be granted for each ten (10) months' accumulated in these periods. (This clause applies only to teachers to whom a certificate of qualification has been issued according to the Teaching Profession Act).
- d. Service on part-time appointments shall be calculated on the basis of percentage of full-time employment.
- e. Fractional years of experience accumulated pursuant to Articles B.1.10.c and B.1.10.d may be added together for the granting of increments.
- f. Teacher teaching on call teaching does not carry experience credit except as provided in Article B.2.7.a.
- g. Provided that where such leave extends for more than one year only one increment shall be paid in respect of that leave, increments will normally be granted for:
  - i. extended sick leave.
  - ii. successful completion of a full program of university equivalent courses related to the teacher's own sphere of teaching or another sphere of teaching undertaken with prior Board approval.

- iii. full-time teaching or work as a faculty associate at University or College level.
- iv. secondment to the Ministry of Education in a direct teacher related capacity.
- h. Provided that it is directly related to the teacher's main teaching assignment, in addition to experience gained as a teacher, experience gained in another occupation or profession and approved related post-secondary education is recognized for salary placement as follows:
  - i. apprenticeship training or its equivalent and journeyed experience or its equivalent is recognized at the rate of one increment for every two years' experience up to a maximum of three increments for the appropriate salary category; or
  - ii. experience in an occupation or profession (where Article B.1.10.h.i is not applicable) is recognized at the rate of one increment for every two years experience up to a maximum of three increments for the appropriate salary category.  
Teachers in the employ of the district prior to September 1, 1989, who have been receiving increment credit for journeyed experience shall not be adversely affected by this paragraph.
- i. Full-time or part-time experience as president of the PRDTU shall be credited for increment purposes.

## **11. Special Allowances**

- a. Department Heads and Team Leaders shall receive an allowance per year, as follows:
 

Effective July 1, 2019	\$2,372.67
Effective July 1, 2020	\$2,420.13
Effective July 1, 2021	\$2,468.53
- b. The Alternate School Head Teacher shall receive the same annual allowance as a Department Head.
- c. Administrative Assistants shall receive an allowance per year, as follows:
 

Effective July 1, 2019	\$1,528.89
Effective July 1, 2020	\$1,559.47
Effective July 1, 2021	\$1,590.66

- d. Teachers holding a valid industrial first aid certificate and acting as designated First Aid Attendant in a school, shall receive an allowance as follows:

Effective July 1, 2019	\$641.51
Effective July 1, 2020	\$654.34
Effective July 1, 2021	\$667.43

Additionally, the Board shall reimburse that teacher for course fees involved in renewal of the certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply for this reimbursement and to provide proof of successful completion of the course.

- e. Isolation Allowances

- i. Isolation allowances will be paid to teachers in village schools at the rate of:

(1) Hartley Bay

<b>Date</b>	<b>Basic</b>	<b>Dependent Spouse<sup>^</sup></b>	<b>Dependent Child<sup>^^</sup></b>
<b>Effective July 1, 2019</b>	\$ 5,440.51	\$ 2,322.39	\$ 1,923.40
<b>Effective July 1, 2020</b>	\$ 5,549.32	\$ 2,368.83	\$ 1,961.87
<b>Effective July 1, 2021</b>	\$ 5,660.30	\$ 2,416.21	\$ 2,001.11

(2) Kitkatla

<b>Date</b>	<b>Basic</b>	<b>Dependent Spouse<sup>^</sup></b>	<b>Dependent Child<sup>^^</sup></b>
<b>Effective July 1, 2019</b>	\$ 3,980.91	\$ 1,658.53	\$ 1,393.66
<b>Effective July 1, 2020</b>	\$ 4,060.53	\$ 1,691.70	\$ 1,421.53
<b>Effective July 1, 2021</b>	\$ 4,141.74	\$ 1,725.53	\$ 1,449.96

(3) Lax Kw'alaams

<b>Date</b>	<b>Basic</b>	<b>Dependent Spouse<sup>^</sup></b>	<b>Dependent Child<sup>^^</sup></b>
<b>Effective July 1, 2019</b>	\$ 2,455.37	\$ 928.73	\$ 795.73
<b>Effective July 1, 2020</b>	\$ 2,504.48	\$ 947.31	\$ 811.65
<b>Effective July 1, 2021</b>	\$ 2,554.57	\$ 966.25	\$ 827.88

<sup>^</sup> -not employed by board

<sup>^^</sup> -not employed by board and paid to only one parent

- ii. No reduction in pay will be made for teachers from Hartley Bay, Kitkatla or Lax Kw'alaams stranded in Prince Rupert due to cancelled flights.
  - iii. The isolation allowance will be paid in equal instalments in accordance with established pay procedures.
  - iv. Village school teachers may request in August or September an advance of \$450.00 which will be repaid to the Board through payroll deductions of \$50.00 per month from October through June.
  - v. The Board will assume the cost for all emergency medical flights to Prince Rupert not covered by extended health benefits for teachers and/or dependants.
- f. Allowances for Teachers Returning to Village Assignments
- i. Teachers in the village schools shall receive during the second and each subsequent full year of teaching in the villages a special allowance per year, as follows:
 

Effective July 1, 2019	\$1,925.64
Effective July 1, 2020	\$1,964.15
Effective July 1, 2021	\$2,003.43
  - ii. This allowance shall be paid in two (2) instalments of 60% in December and 40% at the end of June.
  - iii. Teachers on part-time assignment shall receive pro-rated allowances as per this clause.

## **12. Other Summer Employment**

Whenever the Board, upon the recommendation of the Superintendent of Schools, contracts the services of a teacher during summer vacation (excluding summer school teachers), the Board will pay 1/195 of the teacher's annual salary for each full day worked; or, as an alternative option of the teacher, allow a day's paid leave during the following school year for each day worked provided the time is mutually agreeable to the teacher and their immediate supervising officer.

## **13. Summer School Teachers**

Any teacher covered by this agreement employed to give instruction in summer school courses shall be paid 1/975 of regular annual salary for each hour of instruction.

#### **14. Part-time Teachers' Pay**

Part-time teachers shall be paid that portion of their regular scale placement that relates to the corresponding portion of a full-time equivalent teacher.

#### **15. Payment of Salary**

- a. Teachers whose employment in the district commences or terminates during a calendar month shall be paid for that month according to the following formula:

$$\frac{\text{the number of days worked in that month}}{\text{number of school days in that month}} \times \text{1/10 annual salary as per Agreement}$$

- b. Payment of Salary - Adjustment

Except where otherwise agreed, for the purpose of adjustment to teacher pay the following shall be used:

- i. the per diem rate shall be 1/195 of the appropriate Salary Grid position.
- ii. the hourly rate shall be 1/975 of the appropriate grid position.

#### **16. Work Year**

The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year as described in Article D.21.1 (Instruction Time).

#### **17. Positions of Special Responsibility**

- a. Initial or substantially changed job descriptions for positions of special responsibility shall be developed through consultation between the Board and the Union. These shall include, but not be limited to the positions of Department Head, Head Teacher, Administrative Assistant, Teacher-in-charge, Team Leaders, and Consultant. These descriptions shall be the recognized job descriptions for such positions.
- b. Where a new position of special responsibility is created or considered or where an existing position of special responsibility is changed substantially, salary for the position shall be subject to negotiations between the Board and the Union. An interim rate may be established by the Board. Any dispute as to the allowance shall be referred to Step 3 of the grievance procedure.
- c. Existing positions of special responsibility shall not be eliminated or changed substantially without prior consultation with the PRDTU.

**18. No Cuts in Salary**

No teacher shall suffer a reduction in salary or benefits as a result of implementation of this contract.

**19. Early Retirement Plan**

The Board agrees to continue Regulation 2350-10 (Early Retirement Incentive Plan), with no downward adjustment to the "payout" schedule, during the course of this agreement.

**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 \$3 (\$11 effective July 1, 2016), over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50 (\$5.50 effective July 1, 2016). Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
  - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

## **Local Provisions**

### **7. Teacher Teaching on Call Salary**

- a. Teachers teaching on call shall earn one year's experience credit in scale placement for every 210 full-time equivalent days worked as a teacher teaching on call after September, 1993, including time spent on union business as per Article G.7 (TTOCs Conducting Union Business). [NOTE: Effective September 1, 2014, TTOC experience credit will be accrued per Article C.4 (Teacher Teaching on Call Employment).]
- b. When a non-instructional day occurs within a teacher teaching on call's assignment, the teacher teaching on call shall be allowed and encouraged to participate. Should the assignment become a temporary appointment pursuant to Article C.24.4 (Teachers Teaching on Call), then that teacher teaching on call shall be paid for all non-instructional days participated in.
- c. The Board shall pay teachers teaching on call monthly and not later than eight (8) days past month end.
- d. A teacher teaching on call reporting to work when called shall receive a minimum one-half (1/2) day's pay.
- e. A teacher teaching on call who works a full morning (excluding a ½ day Kindergarten class) shall receive sixty (60) percent of a day's pay.
- f. Notwithstanding Articles B.2.7.d and B.2.7.e:
  - i. No teacher teaching on call may receive more than 100% of a day's pay for a day worked with the exception that a teacher teaching on call shall receive 110% of a day's pay if they have completed a ½ day kindergarten assignment in the afternoon preceded by a full morning regular assignment.
  - ii. A teacher teaching on call may contract to work for a specific time frame of less than half a day. Salary shall be pro-rated according to portion of the day worked.

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

PCA Article B.3 is not applicable in School District No. 52 (Prince Rupert).



#### **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. [B.5.2 is not applicable in SD 52.]
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. PCA Article B.7.2 is not applicable in S.D. No. 52 (Prince Rupert).**

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

### **Local Provisions**

### **3. Teachers' Equipment Loss or Damage**

- a. Compensation will be paid to teachers whose personal equipment is lost or damaged while it is located on school premises or at an approved school function provided:
  - i. The use of each item of equipment is for instructional or school function related purposes, is approved for such use by the School Principal and is registered with a school administrative officer. Estimated duration of use should be indicated during registration.
  - 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. The teacher is not eligible for compensation for the damage or loss under another fund or policy.
  - v. Compensation claims shall be limited to:
    - (1) the replacement cost of the article
    - (2) a maximum payment by the Board on any claim of \$500.00
    - (3) claims of more than \$100.00.

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

1.     Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2.     A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3.     An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4.     An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5.     Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6.     Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7.     An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8.     Interest earned by the Plan in the months of April through August shall be retained by the employer.
9.     The employer shall inform employees of the Plan at the time of hire.
10.    Nothing in this Article shall be taken to mean than an employee has any obligation to perform work beyond the regular school year.

[See also Article B.9 for additional payment options.]

## **ARTICLE B.9        PAY PERIODS**

PCA Articles B.9.1 through B.9.3 are not applicable in S.D. No. 52 (Prince Rupert).

### **Local Provisions**

4. Unless the teacher specifically requests, each year, in writing, to be paid in twelve monthly instalments, teachers shall be paid in ten monthly instalments, with a mid-month advance of approximately 50% of their net salary. Such mid-month advance will normally be paid on the teaching day closest to the 15th of the month. In December, the full monthly salary will be paid on the 15th or the teaching day closest to the 15th of the month. If a teacher elects to be paid in twelve monthly instalments, Article B.8 (Optional twelve-month pay plan) shall apply.
5. Unless the teacher specifically requests otherwise in writing by September 15th of each year, salary payment will be delivered by automatic deposit to the bank, credit union, or trust company of the teacher's choice.
6. Every employee shall receive a monthly salary statement outlining all payments and deductions.

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

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

**Effective July 1, 2019**    \$ 0.56 c/Km

**Effective July 1, 2020**    \$ 0.57 c/Km

**Effective July 1, 2021**    \$ 0.58 c/Km

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use 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 Articles B.10.4 and B.10.5 are not applicable in SD. No. 52 (Prince Rupert).

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

## **ARTICLE B.11      BENEFITS**

1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No.9.
2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
3. Teachers Teaching on Call (TTOC) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.
4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

### **Local Provisions**

5. General Benefits
  - a. The Board shall provide each teacher with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the teacher and kept on file by the Board.
  - b. The Board shall advise all teachers, including teachers teaching on call and teachers who are engaged in a less than half time capacity, that they must, if eligible, contribute to the Teachers' Pension Plan.
  - c. Employees on any leave shall continue to be eligible to receive benefits in place under MSP, EHB, Group Life Insurance, Medical Travel Benefits and Dental Plan.
  - d. The cost of the premiums shall continue to be shared for maternity and parental leave (under the *Employment Standards Act*), WCB leave, sick leave, and long term sick leave without pay (to the extent permitted pursuant to Article G.20.12 (Sick Leave)).
  - e. Except as otherwise specified in this agreement, employees on annual leave will contribute 100% of the premium cost.

## 6. Benefits Coverage

- a. All employees covered by this Agreement who are eligible shall participate in the Provincial Teachers' Medical Services Plan A beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums.
- b. All employees covered by this Agreement who are eligible shall participate in the Pacific Blue Cross Dental Plan, or its equivalent, beginning the first of the month following the date employment starts. Premium costs shall be paid 80% by the Board and 20% by the employee.
- c. All employees covered by this Agreement who are eligible shall participate in the BCTF/BCSTA Group Life Insurance Plan B, beginning the first of the month following the date employment starts. Premium costs shall be paid 75% by the Board and 25% by the employee.
- d. All employees covered by this Agreement who are eligible shall participate in the Provincial Extended Health Benefit Plan beginning the first of the month following the date employment starts. The Board shall pay the full cost of the premiums except for:
  - i. Eye Glass premium costs shall be paid 75% by the Board and 25% by the employee.
  - ii. Hearing Aid premium costs shall be paid 75% by the Board and 25% by the employee.
- e. The Board agrees to provide and pay for an annual audiometric examination for any employee covered by this agreement who requests to be tested.
- f. All employees covered by this Agreement who are eligible shall participate in a jointly administered Medical Travel Benefits Plan (Appendix A). New employees shall participate the date employment starts. Premium costs shall be paid 75% by the Board and 25% by the employee. Contributions from teachers shall be based on (i) mandatory participation: and (ii) a different level of deductions for "single" and "family" participants. Details of contributions from teachers shall be determined, if necessary, by the PRDTU.
- g. All eligible employees are required to participate in the plans under Articles B.11.6.a, B.11.6.b, B.11.6.c and B.11.6.f unless covered under their spouse's plan in which case, with the possible exception of the Dental Plan, they shall not participate twice in similar plans, or unless they did not join the benefit plans under Articles B.11.6.a, B.11.6.b and B.11.6.c upon their commencement, as allowed by the plans. All employees are required to participate in the Provincial Extended Health Benefit Plan

under Article B.11.6.d unless covered under their spouse's plan or unless they did not join the plan upon their commencement, as allowed by the plan.

- h. The Carriers of Group Insurance and Dental plans may be changed by mutual agreement of the parties. Where a proposed plan is not less beneficial to teachers than an existing plan, the consent of the Board or the Union shall not be withheld unreasonably.

[See also LOU No. 9 re: Provincial Extended Health Benefit Plan.]

## 7. Death Benefits

The dependants of a deceased employee will continue to receive Medical, Dental and all Extended Health Benefits Plans for a period of 90 days, subject to the extent that the carrier of the plans will allow. The Board shall pay the full cost of the premium.

## 8. Supplemental Employment Benefits on Maternity Leave

- a.
  - i. When a pregnant teacher takes a maternity leave to which they are entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher 95% of their current salary for the first through twelfth weeks of their leave subject to registration of the Plan being approved.
  - ii. Upon presentation of an EI benefit statement, the teacher will be paid according to established pay cutoffs and schedules.
- b. Should adoption leave be taken, the teacher shall be eligible to receive payment for such leave up to a maximum of ten (10) days pay at 95% of full salary.
- c. The Board agrees to enter into the Supplementary Employment Benefit (SEB) plan agreement required by the *Employment Insurance Act* in respect of such maternity payment. [Formerly called Supplementary Unemployment Benefit (SUB)].

## 9. Accident Disability

- a. An accident disability shall be treated as illness unless the accident or disability is covered by Workers' Compensation, in which case the Board shall pay the teacher their full salary and the teacher will forward the WCB payments in lieu of salary to the Board. Deductions from sick leave shall be that fraction of a day required to supplement WCB payments.
- b. Should the teacher's sick leave benefits become exhausted the Board shall continue to pay the teacher's full salary and to receive the teacher's WCB payments to the end of the second school year following the year of the expiry of sick leave days available.



- c. WCB payments to the Board do not include expenses, training costs, a disability pension or a final settlement award arising from a disability.
- d. Should the teacher accept either a disability pension or a settlement award from WCB, then this clause shall cease to remain in effect.

10. Employee and Family Assistance Program

The Board will participate in an Employee and Family Assistance Plan so long as it is a viable community based program.

11. Stranded

When a teacher is on school district business in a community other than that in which they reside and becomes stranded because of weather or transportation difficulties beyond their control, reasonable expenses incurred will be reimbursed by the Board.

## **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

## **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.

#### **Local Provisions**

3. A notice of termination of a contract shall not be given by the Board or a teacher during a vacation period of 15 or more days duration.
4. Notwithstanding Article C.1.1, a contract of employment may, in extraordinary circumstances, be terminated by mutual consent.
5. The Secretary-Treasurer shall, upon request by the resigning teacher, provide that teacher with a statement of the category standing and years of experience as recognized by the Board for salary purposes, immediately prior to resignation.

### **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. INTENTIONALLY LEFT BLANK**

### **7. Seniority**

- a. In this article, "Seniority" is defined as a teacher's length of continuous service in the employ of the Board inclusive of temporary service abutting a continuing

appointment. For purposes of calculating length of service, part-time teaching shall be credited fully as if it were full-time service.

- b. In addition to the provisions of Article C.2.7.a, the seniority for a teacher on a continuing contract shall include:
  - i. Teacher teaching on call seniority accumulated pursuant to Article C.2.3. A teacher teaching on call conducting union business shall accumulate seniority in accordance with Article G.7.4 (TTOCs Conducting Union Business);
  - ii. Seniority accumulated on a temporary contract pursuant to Article C.2.4; and
  - iii. Seniority ported in accordance with Article C.2.2 provided that in no case, shall a teacher be credited with more than one (1) year of seniority for any school year.

[Note: With respect to Article C.2.7.b.i, for years before September 1, 2014, teacher teaching on call seniority applied on the fourth consecutive and subsequent consecutive days worked in an assignment or assignments, retroactive to the first day worked.]

- c. Seniority shall accrue to teachers on continuing contracts over the period of any leave of absence (except personal or travel leave) of up to but not exceeding one year which has been approved by the Board. Continuity of service is not broken during any Board approved leave.
- d. Ties in seniority shall be broken in the following sequence:
  - i. longest service in a continuing contract;
  - ii. longest aggregate service with the district;
  - iii. most days service as a teacher teaching on call in this district;
  - iv. longest aggregate service in the province;
  - v. longest aggregate service outside the province;
  - vi. earliest dated letter of appointment.
- e. The Board shall, by October 15, forward to the Union and post in school staff rooms, a list of all teachers on continuing contract employed by the Board, in order of seniority calculated according to this article.
- f. Any errors in the Seniority List shall be brought to the attention of the Superintendent of Schools on or before November 7.

### **ARTICLE C.3        EVALUATION**

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

### **ARTICLE C.4        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.

### **LOCAL ARTICLES**

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

#### **1.        Application**

Where the Board finds it necessary to terminate the employment of teachers on continuing contract in order to effect a reduction in work force, such terminations shall be in accordance with the provisions of this article.

#### **2.        Principle of Security**

The Board and the Union agree that teachers with greater seniority, providing they possess the necessary qualifications, are entitled to increased security of teaching employment.

### **3. Qualifications**

- a. Qualifications in respect of a teaching position will be determined from a review of the teacher's certification, training, education and experience. Assignment to a teaching position is based on a reasonable expectation that a teacher will be able to perform the duties of the teaching position with such qualifications in a satisfactory manner.
- b. The determination of whether or not a teacher has the necessary qualifications for a particular teaching position or group of similar teaching positions shall be the responsibility of the Superintendent of Schools. To permit fair and accurate determination a teacher may be required to supply academic records and other evidence of pre and in-service training details and records of teaching and/or work experience, teaching reports, references. Moreover, a teacher may be required to attend personal interview(s) with the Superintendent and/or other district or school administrative staff.

### **4. Termination Procedure**

- a. When the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching 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 teacher it intends to terminate pursuant to this article, a minimum of thirty (30) calendar days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination. A list of less senior teachers retained on staff shall be included with such notice of termination.

c. **Notice:**

When an appeal is lodged following the thirty (30) day notice period required in Article C.5.4.b (and the Board has not provided less senior employees with notice) the Board will give less senior employees notice that they might be terminated in the event of a successful appeal. Payment in lieu of notice of the minimum thirty (30) days shall satisfy the notice requirements of Article C.5.4.b, such payment to be based upon the number of teaching days notice missed, as a proportion of the prescribed annual teaching days, multiplied by the teacher's annual salary.

- d. Upon termination and prior to being placed on the recall list teachers may state in writing that they wish to be exempted from recall involving a geographic relocation. Teachers may later request in writing that the written statement be removed, or may request in writing that such a statement be applied to them, but in no case shall the later request affect an appointment already made. It is recognized by both parties that recall is different than a transfer and that this article is made without detracting in any way from the right of the School Board under the *School Act* to transfer teachers from one assignment to another.

## **5. Severance Pay**

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except a teacher who is terminated or dismissed pursuant to Section 15 of the *School Act* or Article C.22 (Dismissal for Teaching Performance) of this Agreement, may elect to receive severance pay at any time during the twelve (12) months following termination.
- b. Severance pay shall be calculated at the rate of five percent of one year's salary for each full-time equivalent year of continuous paid service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's annual full-time salary, including allowances, at the time of the teacher's termination.
- c. A teacher who receives severance pay pursuant to this article and who, notwithstanding Article C.5.7, is subsequently rehired by the Board, shall retain any payment made under the terms of this section and in such case, for the purposes only of Article C.5.5.b, the calculations of years of service shall commence with the date of such rehiring.

## **6. Recall/Re-Engagement Alternative**

- a. When a position on the teaching staff of the District becomes available, the Board shall, except as provided in Article C.5.6.d below, first offer re-engagement to the teacher who held a continuing contract at the time of termination and who has the greater seniority, providing they possess the necessary qualifications. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority providing they possess the necessary qualifications and the process shall be repeated until the position is filled or the list has been exhausted. All positions shall be offered in this manner while there are remaining teachers with the necessary qualifications who have been terminated pursuant to this article.
- b. A teacher who is offered re-engagement pursuant to Article C.5.6.a, shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer.



- c. The Board shall allow ten (10) days from an acceptance of an offer under Article C.5.6.b for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, the period shall be extended to two (2) weeks plus reasonable travel. The Board may grant an extended period prior to commencement of teaching duties.
- d. A teacher's right to re-engagement under this clause is lost:
  - i. if the teacher elects to receive severance pay under Article C.5.5;
  - ii. if the teacher refuses to accept a second position offered except as affected by Article C.5.4.d;
  - iii. if the teacher accepts a continuing appointment in another school district, or
  - iv. if a period of two (2) years elapses from the date of termination under this article and the teacher has not been re-engaged.
- e. A teacher on the re-engagement list is responsible for keeping the office of the Superintendent of Schools informed of changes in name, address, telephone number and qualifications.
- f. Upon temporary re-engagement, a teacher shall retain their former recall status even though the recall assignment may be for a specified term and/or for an amount of employment different from the recall status. This permits the Board to employ teachers on the recall list in temporary assignments without jeopardizing the teacher's right to recall otherwise contained in this clause.

When a teacher on the recall list accepts a temporary assignment, the period of recall under C.5.6.d will be extended by the length of the temporary assignment.

- g. A teacher re-engaged under the terms of this clause assumes the seniority accrued prior to termination.

When a teacher on the recall list voluntarily accepts a temporary vacancy at a lesser FTE than the teacher's FTE at the time of layoff (the current position) the teacher may make application respecting other vacancies which are of greater FTE than the current position. If the Employer concludes a requested reassignment creates a conflict of scheduling, the Employer shall advise the Union and the parties shall meet on an expedited basis to discuss the matter with a view to reaching a resolution satisfactory to the Union and the Board. In the event a satisfactory resolution cannot be reached, the matter shall be referred to the expedited dispute resolution process described in Appendix C - Spring Staffing, and resolved accordingly.

**7. Re-Engagement List**

The Board shall maintain a re-engagement list. Copies of that list will be sent to each person on the list and the Union once during the fall term and once again during the spring term each year.

**8. Sick Leave**

A teacher re-engaged pursuant to this clause shall be entitled to all sick leave credit accumulated at the date of termination.

**9. Benefits**

A teacher who retains rights of re-engagement pursuant to Article C.5.4 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the contract. Payment of its share of such benefits will be made by the Board for the first two (2) months and thereafter shall be employee paid subject to carrier limitations.

**ARTICLE C.20 TEACHER APPOINTMENT STATUS**

1. All teachers appointed by the Board to the teaching staff of the district shall be appointed on a continuing contract of employment except for:
  - a. Temporary appointments made:
    - i. for a period not exceeding one year, to any position temporarily existing or temporarily vacant, or
    - ii. for a period not exceeding the remainder of the existing school year, to a position which has become vacant during a school year.
  - b. Teachers teaching on call hired on a day-to-day basis.
2. Teachers on temporary appointment shall be entitled to all benefits of this agreement save and except for those provided in Article C.5 (Layoff, Recall and Severance Pay).
3. Teachers teaching on call shall be subject only to the following Articles of this agreement:

A.6 (Grievance Procedure),  
B.2 (Teacher Teaching on Call Pay and Benefits),  
B.11.5.b (Benefits),  
C.2.3 (Seniority),  
C.4 (Teacher Teaching on Call Employment),  
C.21 (Representation Rights and Due Process),

C.24 (Teachers Teaching on Call),  
D.4.13 (Preparation Time),  
E.1 (Non-Sexist Environment),  
E.2 (Harassment/Sexual Harassment),  
E.23 (Non-Discrimination),  
F.20.3 and F.20.7 (Joint Professional Development),  
F.21.5 (Professional Improvement).

## **ARTICLE C.21 REPRESENTATION RIGHTS AND DUE PROCESS**

1. The Board shall not discipline or dismiss any employee bound by this agreement without just and reasonable cause.
2. A teacher has the right to be informed, unless substantial grounds exist for concluding that such notification would prejudice the investigation, of any written allegation(s) against the teacher and, additionally, has the right to information related to these allegations. The incorporation of an oral allegation into an internal memorandum shall constitute a written allegation for purposes of this paragraph.
3. The president of the PRDTU shall be advised that the teacher has been so informed, pursuant to Article C.21.2.
4. A teacher shall be accompanied by a representative of the PRDTU, unless they request otherwise, at any meeting involving the teacher in connection with any investigation by the Board. The teacher shall be so advised when the meeting is being scheduled.
5. The Board, though it may otherwise discipline, shall neither suspend (except pursuant to section 15 (4)), nor dismiss (nor respond pursuant to section 15(7) to any action taken by the Superintendent of Schools pursuant to section 15(5) of the *School Act*) any teacher 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 and the PRDTU shall be given at least 72 hours notice of the meeting.
  - b. at least 48 hours before the meeting called under Article C.21.5, both parties shall exchange all documents expected to be considered at the meeting. Should new, relevant information become available to either party up to the time of the meeting, it shall be immediately forwarded to the other party which shall have the option of delaying the meeting for as much as an additional 48 hours.
  - c. Should the teacher, or the PRDTU on behalf of the teacher, wish to submit a written response to the materials presented pursuant to Article C.21.5.b, it shall be presented not less than 24 hours prior to the meeting.

6. The meeting, as referred to in Article C.21.5, may be waived by mutual agreement of both parties.
7. When a teacher is suspended or dismissed, the teacher and the PRDTU president shall be informed promptly by letter of the decision and of the reasons for the decision.
8. Any disciplinary action is subject to the Resolution of Differences procedure; but dismissal grievances may be referred directly to arbitration.
9. Provided the conduct of a teacher following the decision to discipline does not give rise to the need for consideration of further discipline, the initial grounds for discipline and related information shall be the material relied upon during the arbitration process.
10. These matters shall be considered personnel matters and as such there shall be no release of details to the press or public other than that a suspension or dismissal has occurred, that an investigation is underway and what the result of an investigation has been. Any details beyond these basic facts shall only be given after consultation with the Union.

## **ARTICLE C.22      DISMISSAL FOR TEACHING PERFORMANCE**

1. The Board shall not dismiss a teacher on continuing contract for less than satisfactory teaching performance reasons unless the Board has received at least three (3) consecutive less than satisfactory teaching reports.
2. Reports referred to in this article shall be written by three different evaluators, no more than one of whom shall be an administrative officer in the same school as the teacher. At least one of these reports shall be written by a Superintendent of Schools or a District level Administrative Officer.
3. Should any of the three evaluators be an administrative officer from another school within the District, it shall only be with agreement of the Superintendent of Schools, the external administrative officer and the teacher involved.
4. Reports referred to in this article shall cover a period of time not less than nine (9) months.
5. Reports referred to in this article shall not involve a period of time greater than twenty-four (24) months, unless the teacher takes an extended leave of absence within those twenty-four (24) months in which case the limit will be extended by the length of such leave.
6. The Board shall give notice of termination in writing at least 30 days prior to the effective date.
7. The report writers shall not collaborate with regard to the content or the results of any report.

## **ARTICLE C.23      TEMPORARY APPOINTMENTS**

1. The Board shall appoint teachers on temporary appointments only in such circumstances as are permitted in Article C.20.1.a (Teacher Appointment Status).
2. The Board agrees to provide the Union with the following information:
  - a. a list of all teachers on temporary appointment
  - b. an indication of any positions temporarily established for the year, and
  - c. a list of all teachers in the bargaining unit on leave of absence.

This list shall be forwarded to the Union by October 15th of each year.

3. Should a certificated teacher who has accumulated the equivalent of a full year (10 months) through temporary appointments within the district, exclusive of retroactive temporary appointments granted pursuant to Article C.24.4 (Teachers Teaching on Call), be given a further appointment, then the teacher's status shall become continuing. If a teacher resigns an appointment with the district, accumulation of time for purposes of this clause shall begin from the date of resignation.

## **ARTICLE C.24      TEACHERS TEACHING ON CALL**

1. The Board shall maintain a list of approved substitute teachers, indicating those who are certificated. Certificated substitute teachers shall be referred to as "teachers teaching on call"; non-certificated substitute teachers shall be referred to as "replacement teachers". The Board shall forward a copy of such list to the PRDTU in September and January of each school year, and each time the list is updated.
2.
  - a. The substitute teacher list shall be re-established annually and placement of a person's name onto the list shall be subject to approval by the Superintendent of Schools or designate.
  - b. Upon making an appointment at a mutually agreeable time the Board will provide the PRDTU access to the sub clerk's teacher teaching on call ledger.
3. **Removal from the List:**
  - a. During the course of the school year, a teacher teaching on call shall not be removed from the teacher teaching on call list without just and reasonable cause.
  - b. Should a teacher teaching on call be placed on the teacher teaching on call list a second consecutive year pursuant to Article C.24.2, that person's name shall not be removed from the teacher teaching on call list without just and reasonable cause.

4.
  - a. When a teacher teaching on call completes 20 days continuous teaching in the same assignment, a temporary appointment without experience credit, but including salary adjustment, shall be granted retroactively to the commencement of the assignment.
  - b. When a teacher teaching on call is granted an appointment pursuant to Article C.24.4.a and is subsequently hired to that position on a temporary appointment under the provisions of Article E.20.7 (Posting and Filling of Vacant Positions), then:
    - i. That temporary appointment shall be retroactive to the initial date of the substitute teaching assignment.
    - ii. For the purposes of accruing experience credit pursuant to Article B.2.7.a (Teacher Teaching on Call Salary), they shall be deemed to have remained on the substitute list.

5. **Continuity of Assignment:**

- a. The continuity of a teacher teaching on call's assignment shall not be deemed broken by:
  - i. non-instructional days;
  - ii. up to two (2) days illness in becoming eligible for a temporary contract pursuant to Article C.24.4 or
  - iii. time spent conducting union business pursuant to Article G.7.3 (TTOCs Conducting Union Business).
- b. The teacher teaching on call initially assigned to a class where the teacher is absent shall have the right to continue in the assignment until the absent teacher returns, unless the teacher teaching on call does not have particular skills and/or specialized knowledge essential to the assignment and another teacher teaching on call becomes available who does.
- c. Should the teacher teaching on call be replaced prior to assignment completion pursuant to Article C.24.5.b, then:
  - i. They shall be advised of the reason, normally by the school administrative officer.
  - ii. They shall be reimbursed for any days of the assignment in which an alternate substitute position is unavailable.

- iii. They shall be reimbursed on the basis of equivalent alternate pay for equivalent alternate work for the time period involved in the original assignment except where an alternate assignment has been refused.
- 6. The Board recognizes its obligation under section 19.2(a) of the *School Act* and, should a substitute teaching assignment be known by five (5) o'clock on the day before the assignment begins, teachers teaching on call eligible for that assignment shall receive priority consideration for all substitute teaching assignments.
  - a. Teachers teaching on call who were not available for work when a replacement teacher was assigned, shall be offered the opportunity on the day they become available to take over the continuity of such assignment from the replacement teacher if such an assignment begins as or becomes a consecutive, multiple day assignment. It is expected that teachers teaching on call will give consideration to their availability to complete the full assignment before accepting the offer.

## **ARTICLE C.25 FALSE ACCUSATIONS**

- 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 assistance in addition to that provided through the Employee & Family Assistance Program. The teacher, together with the Superintendent of Schools and the President of the PRDTU shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties.
- 3. Such assistance, pursuant to Article C.25.2, may include special counselling 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.

#### **ARTICLE C.26 CONDUCT OF A TEACHER**

Conduct of a teacher which occurs both outside of regular school operating hours and off school premises, and which is not connected to any employment duties or related activities shall not be grounds for disciplinary action unless it directly impairs the teacher's ability to perform assigned duties.

#### **ARTICLE C.27 STUDENT/PARENT APPEALS**

1. Where a pupil or parent/guardian files an appeal under the *School Act* (Section 11) and the School Board Bylaw #4 of a decision of a member of the PRDTU, upon receipt of the Notice of Appeal pursuant to the Bylaw, the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The teacher 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 Union.

#### **ARTICLE C.28 PARENTAL COMPLAINTS**

1. The parties agree that parental concerns are best dealt with through discussion between the parent and the teacher.
2. Parents/guardians or students who express concerns about a teacher will be advised to first attempt to resolve the matter directly with the teacher.
3. The Administrative Officer will be available to attend a scheduled meeting related to Article C.28.2.
4. Teachers shall be informed of any complaints that have not been resolved between the Administrative Officer and the complainant.



## 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

Local language:

1. The Board and the PRDTU both recognize the impact class size and composition can have upon a teaching/learning environment.
2. The Board and the PRDTU agree to the following class size limits:
  - Grade 3/4 split class - 24 students
  - Intermediate grades split classes - 27 students
  - Single grade intermediate classes - 29 students
  - Special class (low incidence/high cost) - 10 students
  - Special class (high incidence/low cost) - 17 students
  - Industrial Education, Home Economics and Laboratory Science classes (excluding Computer Education\* and Drafting) - 24 students
  - Graduation Classes - 30 students
  - Secondary English and Social Studies Classes - 27 students
  - Multi-course secondary classes in the Humanities strand - 26 students

\* *Computer Education labs (excluding the Humanities lab) will be limited to the number of work stations available and relevant class size limits.*

3. The limits set out in Clause D.1.2 shall take effect after September 30 for both elementary and secondary classes. The limits may only be exceeded under the following conditions:
  - a. By up to two students after September 30, in order to accommodate:
    - i. newly arrived students who register with the district.
    - ii. students who have moved from one district community to another.
4. Staffing for the commencement of the school year shall be based on the limits set out in Clause D.1.2 and LOU No. 12 as applied to expected enrolment.
5. In an emergency situation, an administrative officer may assign a student to any classroom on a temporary basis while a practical alternative is being determined. The teacher shall be advised of the situation. Such an assignment shall normally not exceed three weeks.

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

No provincial language.

Local language:

1. The Board and the PRDTU recognize the requirement of the School Act that all school age students are entitled to an education.
2. For the purposes of this Agreement, students with special educational needs are those identified by the appropriate district administrative officer, after consultation with the school-based team, and such resource people as may be required in order to assess accurately the student's educational needs and requirements. This normally involves the Ministry of Education special program categories of dependent handicapped, moderately mentally handicapped, severely handicapped, physically handicapped, visually impaired, hearing impaired, autistic, severe learning disabled, mildly mentally handicapped and, in some instances, severe behaviour problems.
3. Most commonly at the elementary level the school-based team shall be comprised of a school administrator, a learning assistance teacher, and the involved classroom teacher(s). At the secondary level it shall commonly be comprised of a school administrator, a learning assistance teacher, a school counsellor and involved teacher(s). The school-based team may be augmented, as appropriate, by other teachers, district staff, outside agency personnel, student advocates, parents and the affected student.
4.
  - a. In order to enhance the success of all students, all necessary resources and support identified by the school-based team and approved by the appropriate district administrative officer must be allocated prior to the integration of students with special needs into regular classes.

- b. In most instances, ongoing support identified by the school-based team and approved by the appropriate district administrative officer shall be put in place prior to the placement of students with special needs in a regular classroom. In some instances, upon recommendation of the school-based team, it may be appropriate to make the placement and, as soon as practicable afterwards, put the identified support, materials, facilities, equipment and procedures in place. It is recognized that on-site and/or off-site observation and assessment may precede such identification.
- 5. In developing educational programs, including individual education plans, for students with special needs, school-based teams, shall:
  - a. Consider relevant educational, medical and personal information.
  - b. Recommend the support required for program planning, outside consultation and ongoing assessment.
  - c. Recommend curriculum materials.
  - d. Recommend appropriate facilities and equipment.
  - e. Establish evacuation and care procedures for fire and earthquake emergencies, and ensure that the procedures are rehearsed.
- 6.
  - a. Where a student designated by the Board as having a low incidence/high cost learning disability is substantially integrated into a classroom, then the corresponding class size limits presented in clause D.1.2 for that type of classroom shall be reduced by one student. Unless such limitation would necessitate student relocation to a different district community, no class shall have more than two (2) low incidence/high cost students with special needs.
  - b. Students with special needs categorized as "severe behaviour" who have both a prolonged and a recent history of severe behaviour problems shall be regarded as incorporated into D.2.6.a.
  - c. When three students designated by the Board as being high incidence/low cost students with special needs (exclusive of those with the "severe behaviour" designation) are integrated together into a classroom, then the corresponding class size limits presented in clause D.1.2 shall be reduced by one student. Unless such limitation would necessitate student relocation to a different district community, no regular classroom shall have more than three such students with special needs.
  - d. Unless such limitation would necessitate student relocation to a different district community, no regular classroom shall have a combination of high and low incidence students with special needs greater than three.

7. Inservice:
  - a. After collaboration with the school-based team and the approval of the appropriate district administrative officer, teachers shall receive appropriate in-service training to assist with the educational programming of students with special needs.
  - b. Where such in-service as initiated by the Board occurs during the summer, winter or spring breaks, it shall be on a voluntary basis and shall be paid at the rate established in paragraph B.1.15.b for each day of in-service.
  - c. Where such inservice is initiated by the Board, during the regular school year, the Board shall pay fees and expenses incurred by the teacher.
8. The school-based team will develop the individual education plan.
9. Where determined by the school-based team and approved by the appropriate district administrative officer, teacher support personnel shall be provided for assisting students with special needs.
10. The school-based team, shall monitor the effectiveness of the integration for each student with special needs and recommend appropriate changes.
11. Each student's program shall be reviewed annually by the school-based team, appropriate student support services personnel and, where practicable, the subsequent year's classroom teacher(s). The review will examine placement, support and needs for the following year.
12. A with-in district tracking procedure shall be implemented for students with special needs so that receiving schools are made aware of their special needs. A copy of the current with-in district tracking procedure shall be distributed to each teacher by September 30<sup>th</sup>, each year.
13. The Board and the PRDTU recognize that some students who are not readily categorized in any of the programs referred to in paragraph D.2.2 regularly and/or significantly disrupt normal classroom functioning and instruction. Should the involved teacher and the school administration be unable to effect positive change, they may jointly refer the student to a school-based team for broader input and recommendations.
14. To the extent that it is practicable, classroom teachers shall be advised before the beginning of the school year of any students to be registered in their classrooms who have a recent history of serious behavioural problems.

### **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	1:602 students	Agreement in Committee (1998)
Counsellors	1:669 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:396 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:31.8 ESL/ELL students	Former LOU No. 5 (2000)

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

PCA Articles D.4.1 through D.4.3 are not applicable in SD. No. 52 (Prince Rupert).

#### **Local Provisions**

#### **Preparation / Planning Time**

4. Preparation/planning time shall be granted to teachers for lesson planning, correcting papers, collecting materials, group planning, and other duties related to preparation for teaching. It is time granted when classes are normally in session.
5. Teachers shall not normally be required to supervise, or instruct during time identified as preparation time. Those teachers providing preparation release time on a regularly scheduled basis will do the lesson planning for that time.
6. a. Each full-time elementary classroom teacher shall have an equivalent preparation/planning time entitlement of 90 minutes per week. (One hundred (100) minutes effective September 19, 2014 and one-hundred ten (110) minutes effective June 30, 2019.)

- b. When the teacher is absent for a scheduled preparation/planning time because of illness or because of a teacher-elected leave, then the time will not be rescheduled. When the time is missed for reasons of statutory holidays, non-instructional days, meetings scheduled by district staff, or covering of classes pursuant to Article D.25.2 (Availability of Teachers Teaching on Call), then the time shall be rescheduled.
- 7. No full-time elementary classroom teacher shall be required to take a preparation/planning period of less than 30 minutes or more than 120 minutes in utilizing the entitlement time allocated pursuant to Article D.4.6.
- 8. Should the decision be made at the elementary school unit level to incorporate a system of banking preparation/planning time for use in more extended time periods, the maximum time period allowed under such a system shall not exceed one day per year.
- 9. No full-time middle and secondary classroom teacher shall have an instructional work week (inclusive of preparation/planning time) of more than 27 1/2 hours.
- 10. Each full-time middle and secondary classroom teacher shall normally be entitled to the equivalent of 12 1/2% of their school's normal instructional hours for preparation/planning time unless required in an emergent situation as described in Article D.25.2 (Availability of Teachers Teaching on Call). This amount (i.e. the 12.5%) may be varied only with the agreement of the school administration and more than 75% of the school's teaching staff.
- 11. Part-time classroom teachers whose assignment to a school is 0.4 or greater shall be entitled to preparation/planning time pro-rated to the corresponding proportion of their part-time assignment.
- 12. Non-classroom teachers shall be entitled to adequate non-contact time as established in consultation with the supervising administrative officer.
- 13. A teacher teaching on call, when assuming a multi-day assignment, shall receive the scheduled preparation time available to the regular classroom teacher. A teacher teaching on call for a single day assignment shall use scheduled preparation time to complete any work assigned by the regular teacher specifically to be done during that time; otherwise the teacher teaching on call shall do teaching duties assigned by the school administrative officer(s).

## **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:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.



8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **LOCAL ARTICLES**

### **ARTICLE D.20 SECONDARY WORK ASSIGNMENT**

1. In determining a reasonable secondary school teacher course loading, consideration shall be given to such factors as:
  - a. the number of subject areas.
  - b. the number of students.
  - c. the number of different course preparations.
  - d. the school/teaching location.
  - e. whether the teacher is/is not a beginning teacher.
  - f. other relevant considerations.

### **ARTICLE D.21 INSTRUCTION TIME**

#### **1. Teachers' Regular Work Year**

- a. The teachers' regular work year shall be scheduled between the first Tuesday after Labour Day and the last Friday in June of the following year, excluding weekends, statutory holidays, winter break and spring break.
- b.
  - i. The work year shall include:
    - (1) a maximum of 190 days of instruction to some or all of the students enrolled;

(2) five non-instructional days, such that:

- they will commonly be used for teacher professional development activities as determined at each school unit level, and
- one FTE day may be used for purposes agreeable to both the PRDTU and the Board, and
- at least one FTE day shall be held on a day common to the entire district.

(3) one year-end administrative day.

ii. During any years when less than five non-instructional days is possible within the framework of the teachers' regular work year, the Board and the PRDTU agree to seek mutually satisfactory means to enable five non-instructional days to occur, provided it is done without additional cost to the Board.

- c. The first day of the winter break shall be on the Monday preceding December 26. Schools shall reopen on the Monday following January 1. If January 1 is a Sunday, then schools shall reopen Tuesday, January 3.
- d. The first day of spring break shall be the third Monday in March. Schools shall reopen on the fourth Monday in March. If the fourth Monday in March is Easter Monday, schools shall reopen on the Tuesday.
- e. Work requested by the Board to be performed by teachers beyond the regular work year as specified by the published school calendar shall be voluntary and shall be paid pursuant to Article B.1.15.b (Salary).
- f. In those years when Labour Day falls on either the 6th or 7th of September, Article D.21.1.a does not apply. The teachers' regular work year shall end no later than June 30th.
- g. In those years when Labour Day falls on either the 6th or 7th of September, Article D.21.1.d may not apply. Spring break may, subject to joint Board/PRDTU agreement, occur during the week which includes Easter Monday.
- h. It is agreed that when a school staff and administration agree to hold parent/teacher/student interviews during normal school hours, such time shall be considered as instructional time.

## **2. Instructional Time**

- a. In this article, "instructional time" means that time which is part of the normally scheduled working timetable of a school. It includes instruction, learning assistance, teacher-librarian supervision, recess, "morning break", period change, homeroom period, and preparation time. It does not include lunchtime intermission.
- b. In an elementary school, the instructional time for any full-time teacher shall average, and not normally exceed, 300 minutes per day.
- c. In a middle and secondary school, the instructional time for any full-time teacher shall average, and not normally exceed, 330 minutes per day.
- d. Instructional time shall normally take place within a time-frame of consecutive hours and minutes, exclusive of the lunch intermission. Any variations to this shall only be made with the agreement of the supervising administrative officer and the teachers affected.
- e. For those teachers with secondary counselling responsibility and/or positions of district responsibility, flexible timetables shall be agreed to by the teachers concerned and the appropriate administrative officer.
- f. When a part-time teacher is requested by the Board to attend staff or district organized activities on a non-instructional day which occurs at a time, or on a day outside of the regular assignment of that teacher, they shall be compensated pursuant to Article B.1.15.b (Salary).
- g. When a statutory holiday falls in a week in which school is otherwise in session, and a part-time teacher is not scheduled to work on that day, they are entitled to compensatory time off. Such time off shall be equivalent to that fraction of a teacher's normal work day proportionate to the teacher's part-time assignment.

## **3. School Closure for Health or Safety Reasons**

Should the Board, because of emergent safety or health related circumstances, be required to effect a day-to-day closure of a school facility, then:

- a. No teacher displaced because of such a closure shall suffer a loss of pay, and
- b. Each affected teacher shall remain available for other teaching-related duties that are reasonably assigned.

## **ARTICLE D.22      DUTY FREE LUNCH PERIOD**

1. All teachers covered by this agreement, unless they request otherwise, shall have the right to a duty-free lunch period equivalent to the school's regularly scheduled noon intermission.
2. Each school teaching staff shall guarantee a reasonable number of teachers available to assist noon-hour supervisors during emergent situations. A reasonable number of teachers, as described in this clause, shall be jointly determined by the teaching staff and the school administration.

## **ARTICLE D.23      HOME EDUCATION**

1. Where a school has registered a child and the parent is providing home education in compliance with the *School Act*, no classroom teacher shall be required to provide evaluation and assessment services to that child unless:
  - a. the child is attending an educational program offered by the Board pursuant to *School Act Regulation 3(2)*, or
  - b. release time, upon teacher request, will be given to enable the teacher to provide such services.
2. Normally where such services are requested by the parent, they will be rendered by a teacher whose assignment accommodates such activity, such as a homebound teacher or the time-out room teacher.
3. Where a school has registered a child/children from Oona River who is/are on correspondence courses, no teacher of the enrolling school shall be required to provide teaching, evaluation, assessment or counselling services to that child/those children.

[Article D.23.3 is void as it conflicts with S.27 of the *School Act*.]

## **ARTICLE D.24      EXTRA CURRICULAR ACTIVITIES**

1. Extra-curricular activities and programs are defined as being those aspects of school life which are beyond the activities relating to provincially and locally established curriculum.
2. While the Board and Union recognize extra-curricular activities as an integral part of the school program, the Board and Union agree that teacher participation in extra-curricular activities is voluntary.

3. While involved in extra-curricular program activities teachers shall be considered to be acting in the employ of the Board; and, in particular, for purposes of liability of the employer and coverage by the employer's policy of insurance.

#### **ARTICLE D.25 AVAILABILITY OF TEACHERS TEACHING ON CALL**

1. Normally when a classroom teacher is absent from school, a teacher teaching on call or replacement teacher shall be employed to replace that teacher.
2. A school administrative officer will only require a teacher to cover classes not regularly assigned in emergent situations where time is critical, where time involved is minimal or where there is unavailability of a teacher teaching on call or replacement teacher.
3. Arrangements for class coverage may be made between teachers only with the Principal's approval.

#### **ARTICLE D.26 TECHNOLOGICAL CHANGE**

1. Technological change shall be as defined in the *Labour Relations Code*:
  - a. the introduction by an employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or
  - b. a change in the manner, method or procedure in which the employer carries on the work, undertaking or business that is related to the introduction of that equipment or material.
2. When it is determined that the introduction of technological change is under consideration or is to be introduced, the Board shall notify the Union in writing. Such notice shall be given at least ninety (90) days before the term in which the introduction of the technological change is intended. Once such notice is given, the Board agrees to discuss the matter with the Union.
3. The notice of intent to introduce a technological change shall contain:
  - a. the nature of the change;
  - b. the effective date of the change;
  - c. the approximate number, type and location of Union members likely to be affected by the change.
4. The Board shall update this information as new developments arise and modifications are made.

5. Once notice of a technological change has been given pursuant to Article D.26.2 the Board shall negotiate with the Union ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change.

#### **ARTICLE D.27 CURRICULUM/PROGRAM IMPLEMENTATION**

1. With the introduction of new or substantially revised curriculum or programs to the district, it shall be the responsibility of the Board to plan the implementation. Where the extent of the change and the number of teachers involved is substantial, a district committee including appropriate representatives from the PRDTU, pursuant to Article A.5 (Committee Membership), may be struck by the Board in advance of beginning the implementation process. Should such a committee be struck, it shall continue to meet and advise the Board for the duration of the implementation process.
2. In planning for the implementation of new or revised curricula/programs the Board, upon the advice of, or in consultation with any district committee established according to Article D.27.1, will consider implications of the implementation in terms of some or all of the following issues:
  - a. strategies of and rationale for the implementation
  - b. time lines for implementation
  - c. in-service support
  - d. personnel
  - e. instructional materials required
  - f. facilities and special equipment needs
  - g. budget
  - h. evaluation and accountability.

#### **ARTICLE D.28 STUDENT MEDICATION**

No employee covered by this agreement shall be required to administer medication to students.

## **ARTICLE D.29      STAFF MEETINGS**

1. The Administrative Officer will provide a schedule of the regular staff meetings for the year at the first regular staff meeting of the year. At least three (3) day's notice of the first regular staff meeting shall be given.
2. An emergency or special staff meeting may be called by the Administrative Officer as required.
3. An agenda of items to be considered shall be provided at least two (2) working days before each meeting with the exception of the first meeting of the year.
4. Any staff member may submit items to the Administrative Officer for inclusion on a staff meeting agenda; and the Administrative Officer shall not arbitrarily decline to accept such items. The Administrative Officer shall provide a rationale for declining to accept an item.
5. Staff, together with the Administrative Officer, will jointly decide at the first meeting of the year how minutes are to be taken. Any written minutes of staff meetings shall be kept and circulated to all staff.
6. Part-time and itinerant teachers shall attend staff meetings whenever reasonably practicable.
7. Staff meetings shall not exceed 60 minutes each if they occur more than once a month.
8. There shall be a maximum of two staff meeting per month, except in the case of an emergency in which there is a risk to staff and/or students.

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

1. The Board shall maintain a District Health and Safety Committee in accordance with the requirements of the *Workers' Compensation Act* and *Regulations*, which shall include representatives of the PRDTU.
2. The operation, function and responsibilities of the District Health and Safety Committee shall be consistent with the provisions of the *Workers' Compensation Act* and *Regulations* and the *School Act* and *Regulations*.
3. The District Health and Safety Committee shall assist in creating a safe and healthful place of work and learning.
4. The Board shall consider recommendations from the District Health and Safety Committee on health and safety matters.

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

1.      When new school construction or major school renovations are being planned, the employer shall invite the teaching staff(s) most closely affected to participate in the planning process.
2.      The employer shall notify the local when inviting the teaching staff(s) to participate in a planning process.



## **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 includes:**

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

### **b. Sexual harassment includes:**

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

### **3. Resolution Procedure**

#### **a. Step 1**

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

## **LOCAL ARTICLES**

### **ARTICLE E.20 POSTING AND FILLING OF VACANT POSITIONS**

#### **1. Definitions**

- a. An appointment is the full-time or specified part-time employment of a teacher pursuant to Article C.20 (Teacher Appointment Status) of this agreement.
- b. A teaching position is a specified subject area(s) and/or program(s) at a designated school (or schools), or other work location established by the board.
- c. An assignment is the specific work undertaken each year or part year by a teacher within a teaching position as determined by the supervising administrative officer in consultation with the teacher.

- d. Vacancy (vacant position) - means an existing or newly-created teaching position which the Board intends to fill and to which no currently employed teacher has been assigned subsequent to any school-based staffing decisions.
  - e. Should a school community have sufficient students to warrant a teacher, the teaching position in that community is subject to the posting and filling clauses.
- 2. The Board will make vacancies known to all potential candidates through a variety of internal and external advertising. During the regular work year the Board will post notices of vacancies as soon as they become known in the Board Office, all schools, and a copy will be forwarded to the PRDTU office.
- 3. All teachers in the district on continuing appointment are eligible to apply for all vacancies; but, normally, teachers will not be reassigned except for year long vacancies.
  - a. Continuing full time (1FTE) postings that close on or before the third Friday following Labour Day in a new school year and exist for the complete school year will be open to all teachers. Filling will occur as per the process set in Appendix C - Spring Staffing and teachers will begin their new assignment as soon as possible provided a qualified teacher can be found through posting and filling for the assignment about to be vacated. If a qualified teacher cannot be found, the teacher would not move however they will be considered part of the staffing list in the new school or new position in the next spring staffing process.
- 4. Continuing positions that become vacant during the school year will normally be filled on a temporary appointment and re-posted in the spring for the subsequent school year.
  - a. Pursuant to Article E.20.4, teachers on continuing appointment elsewhere in the district who apply at the time of initial posting, provided they do not later withdraw, shall continue to be considered as applicants for the position at the time of the spring posting.
- 5. All vacancies will be posted for a period of four (4) teaching days during the work year before being advertised outside the district. During the summer break, vacancies shall be posted in the Board Office and a copy forwarded to the PRDTU office before being advertised outside of the District.
- 6. All postings and advertisements for positions shall include:
  - a. Identification of the work site;
  - b. Description of the position to be filled;
  - c. Type of appointment (continuing or temporarily existing or temporarily vacant pursuant to Article C.20.1.a (Teacher Appointment Status)). When a position is temporary, the posting shall indicate the reason for its temporary nature;

- d. Effective date and, if applicable, end date;
  - e. Necessary qualifications, as defined in Article C.5.3; and
  - f. Closing date for applications.
- 7. Vacancies known to be of a duration of twenty (20) days or longer, identified after the start of the school year, will be processed as per Article E.20.2 above.
  - 8. Postings will not include references to extracurricular activities.
  - 9. The Board shall fill vacancies from applicants possessing the necessary qualifications, as per Article C.5.3, according to the following priorities:
    - a. Reassignment of continuing staff within the school
    - b. Teachers returning from leave of absence
    - c. Teachers transferred at Board initiative as per Article E.21 (Board Initiated Teacher Reassignment).
    - d. Teachers currently on continuing appointment with the district and/or teachers requesting a change in teaching time.
    - e. Teachers on the recall/re-engagement list under Article C.5 (Layoff, Recall and Severance Pay).
    - f. Other applicants.

Where two or more applicants in each of these priority steps possess the necessary qualifications, as per Article C.5.3, seniority as defined in Article C.2 (Seniority) will be the determining factor.

- 10. A vacancy created by a leave of absence may be posted and filled by a teacher on temporary appointment.
- 11. When a vacancy occurs for a continuing position it will be posted as soon as it becomes known. The eventual assignment may not be identical to the description in the posted position. However, it must not have become a different position.
- 12. Positions of a very specialized and difficult to accommodate nature, where there is no reasonable expectation that they may be filled through current staffing, may be advertised both locally and externally from the moment of awareness and filled at the earliest opportunity when a qualified teacher applies.
- 13. The PRDTU shall be promptly informed of the outcome of all teacher assignments under this article.



14. The Union will be provided the linkages between temporary postings and temporary vacancies before or at the time the posting is issued.

## **ARTICLE E.21 BOARD INITIATED TEACHER REASSIGNMENT**

1. Transfers initiated by the Board shall be for sound educational reasons and not for arbitrary or capricious reasons.
2. Prior to initiating a transfer of a teacher, the Superintendent or designate shall:
  - a. discuss the transfer with the teacher;
  - b. give consideration to the teacher's professional and personal goals and place of residence.
3. Transfers initiated by the Board shall be completed no later than May 31st in a school year for the next school year save when they are necessitated by circumstances not reasonably known to the Board by May 15th in such year.
4. A teacher will not be transferred from their teaching community without their agreement. For purposes of this agreement, teaching communities are:
  - a. Prince Rupert and Port Edward.
  - b. Each Village School separately.
5. When the Board assigns a teacher to a significantly different grade level or subject area, the Board and the teacher shall jointly determine, and the Board shall provide the necessary financial and district staff resources to ensure adequate professional retraining.
6. Any grievance concerning a transfer initiated by the Board shall be referred directly to Step 3 of Article A.6 (Grievance Procedure).
7. Where a Board initiated reassignment requires a change of time assignment, such reassignment will only be done with agreement of the teacher.
8. Upon written notification of a Board initiated transfer, unless mutually agreed otherwise, a teacher objecting to the transfer shall have seven (7) days to request a meeting with the Board. The Board or a committee of the Board shall grant that meeting within a further seven (7) days and shall present a final decision within 7 days after the meeting. The teacher shall have the right to be accompanied by a representative of the PRDTU.

## **ARTICLE E.22      TEACHER PERFORMANCE EVALUATION**

1. The purpose of supervision and evaluation is to promote and reinforce good instruction.
2. A teacher evaluation may be conducted at any time but it is expected that a teacher new to the district will be evaluated in their first year of employment and other teachers at least once every five years. A teacher who has more than one year's teaching experience with the district shall be notified, in writing, by no later than October 31 (except pursuant to *School Regulations* 5.2 and 6.4 or Article C.22 (Dismissal for Teaching Performance)), if an evaluation is to be done in that school year.
3. The evaluator shall be an administrative officer from the school to which the teacher is assigned, a district administrative officer, or a Superintendent of Schools. Except where Article E.22.7 applies, the content of the report shall be based solely on personal observations by the evaluator and discussions between the teacher and the evaluator concerning the general criteria of performance pursuant to Article E.22.5. Except under the provisions of Article E.22.7, the report shall be prepared without collaboration.
4. Unless decided otherwise by mutual consent, at least 20 days prior to commencing observations on a teacher who is to receive a performance evaluation report, the evaluator will meet with the teacher for the purpose of discussing and confirming the process of evaluation and the criteria that will be employed in conducting the evaluation.
  - a. At this meeting the teacher and the evaluator should seek agreement on the intended time span for the process and an understanding of the pattern of observations that will be used.
  - b. Modifications to the agreement and understanding pursuant to Article E.22.4.a shall be by mutual consent.
  - c. Should the teacher disagree with the process or criteria, they may, without prejudice, indicate their objections to the evaluator in writing with a copy to the Superintendent and to the President of the PRDTU.
5. The general criteria of performance shall relate to those aspects of the teaching/learning/school situation which can reasonably be expected to be the teacher's responsibility and over which the teacher has control.
6. Availability of resources, aspects of the teaching assignment, and teacher qualifications which may impact negatively upon teacher effectiveness, shall be mentioned.
7. Pursuant to section 20(3) of the *School Act*, should an Administrator evaluating a teacher in a specialized assignment consult with a resource person, then:
  - a. the teacher shall be informed, in advance, of the reason(s) for such consultation,
  - b. the teacher and the evaluator shall mutually agree upon a suitable resource person, and

- c. the resource person involved shall have specialized technical knowledge relevant to the evaluation process.
- 8. The evaluator shall formally observe the teacher's classroom or other place of work on at least three (3) and, unless mutually agreed otherwise, not more than six (6) separate occasions in the process of conducting the evaluation. Observations of an informal or incidental nature shall not be included unreasonably. Inclusions from such observations shall be regarded as supplemental to the formal observations.
- 9. Unless otherwise mutually agreed, after each formal visit there will be a follow-up discussion between the evaluator and the teacher being evaluated.
- 10. The full evaluation leading to the report shall be based on the classroom visits referred to in Article E.22.8 and the teacher's general work in the school. The teacher's general work in school shall not be the basis for a less than satisfactory report. Involvement or non-involvement in extracurricular activities and/or participation in union activities shall be included only by mutual agreement of the evaluator and the teacher.
- 11. The evaluator will provide the teacher with a draft copy of the report and will set a meeting within three (3) teaching days to review and discuss the report with the teacher. If the report is "less than satisfactory" the teacher shall be advised that they may have a Union representative present when the report is reviewed and discussed.
- 12. As soon as is practicable after the first less than satisfactory report, a plan of assistance will be formulated and implemented to assist the teacher in overcoming deficiencies. Such plan may be modified to reflect changing circumstances. A reasonable period of time for improvement of performance shall be provided.
- 13. At the meeting established in Article E.22.11, the teacher will be afforded an opportunity to request amendments to the report and offer reasons for such amendments.
- 14. The evaluator will produce the final report in quadruplicate as soon as possible following the meeting in which the draft report was discussed. A copy of the report will be provided to the teacher forthwith.
- 15. The teacher may submit a written response to the final report which will be filed with all copies of the report.
- 16. Should a teacher wish to receive a report during a given school year, formal application shall be made to their immediate supervising officer by January 31 of that school year. The Board shall endeavour to comply with that request.
- 17. Where a teacher is to receive a report from a school administrative officer, it shall, unless mutually agreed otherwise, be completed by May 15th of the year the evaluation is conducted.

## **ARTICLE E.23      NON-DISCRIMINATION**

1. There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of race, colour, age, physical or mental disability, sex or sexual orientation, gender identity or expression, religious or political affiliation, ancestry, place of origin, marital status, or family status.
2. The employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.
3. The Board fully appreciates the multicultural diversity and, in particular, the significance of the Aboriginal presence in School District No. 52. The Board will consider and seek to reflect that diversity through its practices when hiring new staff, while observing the provisions of the agreement. (See Letter of Understanding No. 4 Employment Equity – Aboriginal Employees).

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

1. There shall be only one file for each teacher maintained at the district office. Any file relating to a teacher kept at school shall be destroyed when the teacher leaves the school.
2. After receiving a request from a teacher, the Superintendent, in respect of the district file, or the principal of the school, in respect of any school file, shall grant access to that teacher's file.
3. An appropriate school board official shall be present when a teacher reviews their file, and the teacher may be accompanied by a person of their choosing.
4. The Board agrees that only factual information and material relevant to the employment of the teacher shall be maintained in the personnel file. Adverse material in the file will be copied to the teacher at the time of filing. The teacher shall have the opportunity, in response, to place a statement in their file indicating disagreement and/or rebuttal to this material.
5. Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate officials of the school district, except upon written request of the teacher, or as required by law.
6. A teacher may request removal of material from their personnel file on the basis that it is not factually correct. In the event that the appropriate Board official does not agree to the removal of the specified material, the teacher may file a grievance, pursuant to Article A.6 (Grievance Procedure).

7. Where a letter to a teacher is placed on file as a consequence of progressive disciplinary action, and where there has been no recurrence of the cause of that progressive disciplinary action, then, at the request of the teacher, the letter shall be removed two years after the filing.
8. The parties agree that files related to the investigation of a teacher shall be kept confidential by the Board and access to such files will be controlled by the Superintendent of Schools. No material from these files will be transferred to personnel files or used in future personnel matters.

## **ARTICLE E.25      JOB SHARING**

1. Two teachers currently under continuing contract with the district may share a discrete teaching assignment on a year to year basis subject to the following conditions:
  - a. They must request the job sharing assignment as a team.
  - b. The qualifications of both teachers must be suitable for the assignment.
  - c. They must present a written proposal with a breakdown of assignment and instructional responsibilities and the proposal must be acceptable or subject to modification by the Administrative Officer.
  - d. The request and proposal must be submitted to the Administrative Officer with a copy to the Superintendent of Schools before April 15th of the preceding year.
  - e. The shared assignment will commence on the first day of school and shall run for a complete year.
  - f. The Administrative Officer shall evaluate the proposal and advise the teachers of its acceptability or otherwise.
2. Each teacher, should they so request, shall be considered on part-time annual leave of absence for that portion of time not worked.
3. The requirements as per Article G.21.2.a (Annual Leave of Absence) with respect to years of service to the Board do not apply to this clause on Job Sharing.

## **SECTION F        PROFESSIONAL RIGHTS**

### **LOCAL ARTICLES**

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

1.     The Board and the Union agree to maintain a Joint Professional Development Committee.
2.     The Committee shall be chaired by the Chairperson of the PRDTU Professional Development Committee and shall have one representative from each staff in the district. Two representatives of the Board shall also be members of this Committee.
3.     The primary purpose of this Committee shall be to establish and oversee guidelines and procedures for approving and facilitating both staff and teacher-initiated requests for funding and attendance at professional development activities. These guidelines shall incorporate a process for the allocating and administering of a major part of the available professional development funds (as determined in Article F.20.6) to and by the schools. Each school staff will be expected to determine its own system of monitoring and reviewing the use of their funds in order to encourage individual professional growth or staff development.
4.     The Committee may also decide to contribute financially and organizationally towards other District No. 52 Professional Development activities.
5.     The Board and the Union agree to the following funding ratio: Board 5:1 PRDTU.
6.     The Board and the PRDTU agree on contributing annually to the Joint Professional Development Committee an amount equivalent to each prior year's June Salary Schedule at Category 6 Maximum. Half of this amount will be contributed in October and the second half will be contributed in February of each year.
  - a.     Additionally the Board will supplement the fund by \$4,500 to be used by the three village schools (\$1,500 per school) to help defray travel costs involved in professional development activities.
  - b.     The Board agrees to pay \$8,000 to the Joint Professional Development fund to help defray the costs of providing teachers teaching on call for teachers taking professional development leave.
7.     The Committee shall be free to approve funding to teachers teaching on call in accordance with the guidelines and procedures established under Article F.20.3.
8.     The Joint Professional Development Committee shall provide a written report to the Board in June of each school year. The report will provide details of the disposition of funds for the fiscal year.

## **ARTICLE F.21      PROFESSIONAL IMPROVEMENT**

1. The sum of \$57.50 per credit (U.B.C. Equivalency) up to a maximum of \$575.00 per year will be paid towards expenses of all teachers successfully completing their approved credit courses and who remain in the employ of the Board.
2. Registration fees and a per diem allowance of \$22.00 will be paid to those teachers taking approved non-credit courses to a maximum of \$330.00 per year.
3. Teachers on a long term leave of absence are eligible for funding under the terms of this clause subject to returning to employment in this school district. Payment shall be made during the first month of return to teaching employment.
4. The onus of having courses approved will be upon the teacher concerned. Final approval shall be granted by the Superintendent of Schools or designate.
5. Teachers teaching on call on each year's approved "Teachers Teaching on Call" list shall be eligible to apply for professional improvement expenses under this clause. Application approval by the Superintendent or designate will make the teacher eligible for reimbursement should they at some time in the future be assigned either a temporary or a continuing appointment in the district.
6. Application forms, titled Grant-in-aid Application Forms, may be obtained through the School Board Office or School Principals. Grant-in-aid requests for summer school courses must be submitted to the Board Office before June 10. At other times of the year, applications related to non-credit courses must be submitted within a week of commencement of each course.

## **ARTICLE F.22      NON-INSTRUCTIONAL DAYS**

1. For purposes of salary, non-instructional days shall be deemed as working days.
2. The number and allocation of non-instructional days shall be as designated pursuant to Article D.21.1.b.i.2 (Instruction Time).

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

1. Teachers shall, consistent with effective educational practice within the B.C. public school system, prescribed curriculum and locally developed programs, have individual professional autonomy in determining the methods of instruction, planning, evaluation and presentation of course materials in their professional assignments.
2. Notwithstanding Article F.23.1, teachers shall evaluate in a manner consistent with any school-level or district-wide evaluation practices in place.

3. Professional autonomy does not infringe upon the Board's right to determine effectiveness of instruction and evaluation of its teachers in accordance with the provisions of this agreement.

#### **ARTICLE F.24      EFFECTIVE EDUCATIONAL CHANGE**

Consistent with District commitment to effective educational change, the Board and the PRDTU recognize the joint Board/teacher responsibility to ensure, within the limitation of resources available, that appropriate retraining/inservice, professional development and collaboration takes place.



## **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.24 (Illness of a Family Member )for short term compassionate leaves of up to seven 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**

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

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

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
  - b. Any person who lives with an employee as a member of the employee’s family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied. [Also see G.4.6 for village teachers.]

3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:
  - a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
  - b. in relation to an employee's spouse or common-law partner or same-sex partner:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

**[See also Article G.4.5.]**

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

#### **Local Provisions:**

5. In the event of the death of any relative not mentioned in Article G.4.1 or a friend of the teacher, the teacher will be granted up to one day with pay to attend the funeral and additional days, if necessary, without pay for travel. See also Article G.4.3 for unpaid leave.
6. When requesting leave pursuant to G.4.2 for the first time within a school year, a teacher in a village school shall be granted up to two days leave of absence with pay, if necessary, for travelling time involved. Subsequent requests within a school year shall be made under G.4.2.

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

Article G.5.1 through G.5.3 is not applicable in School District No. 52 (Prince Rupert).

### **Local Provisions:**

#### **4.        Personal / Discretionary Leave**

- a.        Leave of absence without pay will be granted to a maximum of 5 days per school year at the request of a teacher for personal reasons, by arrangement with the principal and subject to the availability of a suitable teacher teaching on call or replacement teacher. Such leave availability is pro-rated for part year appointments.
- b.        Such leave shall not be granted for reasons of earning money, apart from honoraria for education related activities. Nor shall such leave normally be granted as an attachment at Christmas, Spring or Summer break.

#### **5.        Board Discretionary Leave**

If requested by a teacher, the Board may grant leave of absence over and above that provided for elsewhere in this contract. Such leave will be without pay. Teacher teaching on call costs will be borne by the Board.

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and G.6.2 through G.6.8 do not apply in School District No. 52 (Prince Rupert).]

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.

### *Elected union officer release*

9.        Such leaves will be granted upon request.
10.        Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

## **Local Provisions**

### **11. PRDTU President's Release Time**

- a. The Board will continue to pay the president's salary and to provide benefits as specified in the agreement. The PRDTU shall reimburse the Board for such salary and benefit costs, except for the employer share of Teachers' Pension Plan contributions, upon receipt of a monthly statement.
- b. Such leave shall be counted for purposes of pension, experience, sick leave and seniority. The President shall inform the Board of absence due to illness, and such absence will be deducted from accumulated sick leave.

### **12. Release Time for PRDTU Business**

- a. For PRDTU Staff Representatives granted leave under G.6.9, the Board shall be reimbursed by the PRDTU for any teacher teaching on call costs or replacement teacher costs incurred resulting from such leaves of absence.
- b. Other than leave granted under G.6.9, and subject to a maximum of 70 days in total for all members of the PRDTU, each member of the PRDTU shall be entitled to five (5) days paid leave of absence per year to carry out PRDTU business. For each day used, the cost of any teacher teaching on call or replacement teacher will be reimbursed to the Board by the PRDTU.
- c. The leaves covered under Article G.6.12.b are in addition to those set out in Article G.6.9, Articles G.6.13, Article G.6.14, Article G.6.15, and Article A.6 (Grievance Procedure).
- d. The total number of release time leaves granted under Article G.6.12.b at the same time shall not exceed three (3) unless special circumstances arise and the Board agrees to additional release time.
- e. Release time under Article G.6.12.b will not be granted unless the Board can obtain the services of a satisfactory teacher teaching on call or replacement teacher.

### **13. Local Contract Negotiations**

The Board agrees to permit paid short-term leave of absence for a maximum of six (6) teachers for the purposes of attending scheduled negotiations meetings with the Board negotiating committee and for this purpose the PRDTU agrees to compensate the Board for any teacher teaching on call or replacement teacher costs.

14. PRDTU Staff Representatives

- a. PRDTU Staff Representatives shall arrange to conduct grievance investigation and other local union business in cooperation with the School Administrator. All reasonable efforts will be made to avoid disrupting classroom or other school business.
- b. Where teacher teaching on call costs are involved in a union staff representative accompanying a teacher, at that teacher's request, to a meeting school administrative officer or a district staff member, those costs shall be assumed by the Board.
- c. Where PRDTU Staff Representatives are requested by the Board to meet on union-management matters, they shall suffer no loss of pay for time so spent, nor shall the PRDTU be required to compensate for teacher teaching on call or replacement teacher costs.

15. Release Time for BCTF or CTF Business

- a. Subject to two weeks notice, the Board shall grant leave to a teacher who is appointed to a committee or task force member of either the BCTF or the CTF to a maximum 7 days per employee in any one school year.

If special circumstances arise and the Board agrees, then additional leave may be granted. No such leave shall be granted unless the Board can obtain the services of a satisfactory teacher teaching on call or replacement teacher. The cost of a teacher teaching on call will be reimbursed to the Board except where a replacement teacher is used and the corresponding lower rate applies.

- b. A teacher who is elected to a full-time position as an officer of the BCTF and granted leave pursuant to G.6.9 shall, during the first year of such an assignment, for purposes of experience and seniority, be deemed to be in the full employ of the Board.
- c. A teacher who is appointed to a full-time term contract of employment with the BCTF shall be granted a leave of absence without pay on a year by year basis. During the first year of such an assignment, for purposes of experience and seniority, the employee shall be deemed to be in the full employ of the Board. The teacher returning to full teaching duties from a term or terms with the BCTF shall, where practicable, be assigned to their previous position; or where impracticable, to a position comparable to that held prior to the release.

## **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.

[Note: See Also Article C.24.5 (Continuity of Assignment)]

4.     Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

[Note: See also Articles C.2.3 (Seniority) and B.2.7 (Teacher Teaching on Call Salary) and C.4 (Teacher Teaching on Call Employment)]

## **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.     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.

## **LOCAL ARTICLES**

### **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 quarantine.
2. Teachers shall be entitled to all sick leave credits earned in the employ of the Board but not used as at June 30th, 1988.
3. Sick leave is earned at the rate of one and one-half (1-1/2) days each month taught by the teacher in the service of the Board. Sick leave shall be credited for part months worked on a pro-rated basis.
4. Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
5. 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.
6. There is no maximum to the number of days of sick leave that may be accumulated.
7. Fifteen (15) days sick leave, pro-rated for late appointment and pro-rated for part-time appointment, shall be advanced to each teacher at the beginning of the school year.
8. If a teacher ceases to be employed by the Board prior to the end of a school year, any sick leave benefits which were used but not earned shall be repaid to the Board by the teacher.
9. The maximum number of sick days that may be utilized by a teacher in any school year shall not exceed 120 days.
10. Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness. Any teacher required to provide such a certificate will be notified in advance, and such notification shall not be given unreasonably.
11. Notwithstanding Article G.20.10, a medical certificate may be required for an illness extending beyond three (3) days.
12. In the event of a teacher's prolonged illness, long term sick leave without pay shall be granted to the end of the second school year following the year of expiry of all their sick leave days available.

13. An accounting of each teacher's available sick leave, accumulated to the end of the preceding month, shall be shown on their monthly salary statement.

[See Article G.1 (Portability of Sick Leave) for porting of sick leave to/from other school districts.]

## **ARTICLE G.21 ANNUAL LEAVE OF ABSENCE**

1. Annual leave of absence will be granted on the basis of the following priorities:

- a. Priority 1

- i. attendance at a university;
- ii. Department of National Defence posting;
- iii. to participate in an approved teacher exchange program;

Note: The Board does not favour exchange programs unless the school years coincide.

- iv. secondment to the Ministry of Education;
- v. service with a post secondary institution (the nine month, full or part-time SFU Faculty Associate position is considered eligible under this paragraph).
- vi. to participate in a First Nations' educational activity or educational program.

- b. Priority 2

- i. for personal reasons acceptable to the Board.

2. The following conditions apply to the applications for and the granting of annual leaves of absence:

- a. The teacher has given at least three (3) years service to the Board; or in the event that a teacher has been granted annual leave of absence, three (3) years of service has elapsed since the completion of the annual leave that had been granted. DND and SFU Faculty Associate leaves are normally two year assignments, and the second year is excluded from the three year eligibility requirement.
- b. The number of persons given annual leave of absence in any one (1) school year shall be at the discretion of the Board. However, normally no more than ten (10) percent of the teaching staff may be given long term leave of absence in any one (1) school year (excluding leave for illness or medical reasons, or for partial leave).

- c. Applications shall be submitted before April 15th of that year.
  - d. A teacher shall give the Board notice of their intention to return or not to return from annual leave of absence, in writing, no later than March 31st of the year the leave is in effect.
- 3. A continuing teacher shall have the right to request a partial leave of absence for a full school year.
  - 4. Teachers on annual leave who accept a teaching position elsewhere without prior arrangement of the Board shall be considered to have terminated employment and benefit privileges with this School District.

## **ARTICLE G.22 MATERNITY/ADOPTION/LEGAL GUARDIANSHIP/PARENTAL LEAVE**

### **1. a. Maternity Leave:**

When a teacher has forwarded medical proof of pregnancy, maternity leave without pay shall be granted upon request as provided for in Part 6 of the *Employment Standards Act*. Requests for maternity leave shall be submitted, in writing, to the Superintendent of Schools at least four (4) weeks before the desired commencement of the leave. The expected date of birth should be stated as well as the length of the requested leave.

### **b. Adoption/Legal Guardianship Leave:**

In the case of adoption or legal guardianship a leave of absence without pay and not to exceed a time period of twelve (12) weeks shall be granted upon request. If both parents are teachers in the employ of the Board, it shall be granted to either, but not both. Leave shall commence from the date of arrival of the child in the home.

### **c. Parental Leave:**

When a teacher has forwarded proof of parenthood, parental leave without pay shall be granted upon request as provided for in Part 6 of the *Employment Standards Act*. Requests for parental leave shall be submitted, in writing, to the Superintendent of Schools at least four (4) weeks before the desired commencement of the leave. The commencement date and length of the requested leave should be stated.

- 2. A teacher granted leave shall be issued with a record of employment by the board to qualify for EI maternity/parental benefits.

3. **Childraising Leave:**

Up to two (2) weeks prior to the expiry date of the leave granted in Article G.22.1.a (Maternity), Article G.22.1.b (Adoption/Legal Guardianship) or Article G.22.1.c (Parental) the teacher has the option to request a childraising leave. Upon such request the Board shall grant a childraising leave of up to two (2) school years commencing upon the expiry of the leave referred to in Article G.22.1 on the following conditions;

- a. where both parents are teachers employed by the Board there is only one leave available which may be shared between the parents as they request provided that only one parent may be on such leave during any school year.
- b. the leave will normally end on December 31st or June 30th. Subject to the approval of the Superintendent of Schools, should circumstances allow and provided arrangements are made in advance of the leave being taken, the leave may end on the last day of spring break.
- c. any leave taken under Article G.22.3 will count towards parental leave entitlement under Article G.22.1.c.

4. **Early Return from Leave**

Should a teacher's personal circumstances change; the teacher has a right to request an early return from leave and shall resume teaching as soon as a suitable and mutually acceptable position becomes available.

5. **Returning from Maternity/Adoption/Legal Guardianship/Parental Leave:**

- a. A teacher returning from maternity/ adoption/ legal guardianship/ parental leave within a school year shall be reassigned to the same position held prior to the leave unless an alternate placement is mutually agreed upon.
- b. A teacher returning from maternity/ adoption/ legal guardianship/ parental leave that continues from one school year into the next school year shall be reassigned to the same school in which they taught at the inception of the leave and shall be given the same opportunity for input into their teaching assignment that is available to other staff members. This does not preclude the possibility of a mutually agreed upon alternate placement.
- c. Should declining enrolment necessitate a teacher transfer from the school, no teacher shall, as a consequence of this clause, gain assignment security over other teachers on staff and shall be equally subject to reassignment.

6. **Fringe Benefits:**

a. Maternity/Adoption/Legal Guardianship/Parental Leave

A teacher may maintain their fringe benefits while on maternity/adoption/legal guardianship/parental leave by arranging to pay their share of the premiums in advance. The Board will continue to pay its share of the premiums.

b. Childraising Leave

A teacher may maintain their fringe benefits while on childraising leave by arranging to pay in advance for a one year period at a time (or such shorter times as leave may be), the full cost of the premium.

7. Upon resumption of duties following childraising leave, the teacher will be assigned to a reasonably comparable position within the district.
8. Article G.22.7 notwithstanding, the teacher may apply for another position.
9. Nothing in this article shall deny a teacher any of the rights granted in the *Employment Standards Act*.
10. In the event that application has been made for maternity leave as per Article G.22.1.a, should the pregnancy terminate prior to the commencement of that leave, the teacher shall have discretion to take up to eighteen (18) weeks of unpaid leave.

**ARTICLE G.23 PATERNITY/ADOPTION LEAVE**

1. Paternity leave with pay shall be granted for one day on the birth of a child. Leave with pay shall be granted for one day on the adoption of a child. Such paternity and adoption leaves must be taken within six (6) days of either the birth or the arrival of the child in the home.
  - a. A village teacher whose spouse leaves the village for the birth of their baby shall have access to up to three (3) days' paid paternity leave in addition to that set out in Article G.23.1.
2. Notwithstanding Articles G.23.1 and G.22.1.b, in the event of adoption, upon request, a teacher shall be granted one day's leave of absence with pay, for necessary travelling time.
  - a. A village teacher will be allowed up to an additional two days with pay, pursuant to Article G.23.2, for necessary travelling time.

## **ARTICLE G.24      ILLNESS OF A FAMILY MEMBER**

1. When a teacher requests leave of absence for compassionate reasons of illness within the family, such leave shall be granted, with pay, to a maximum of five (5) days in each school year. Where leave is granted under this clause, the Board may require a certificate of proof of such illness from a duly qualified medical practitioner.
2. For purpose of this clause family includes spouse, child, spouse of child, mother, father, sister, brother, grandparent, grandchild, brother/sister-in-law, and mother/father-in-law.
3. When taking leave pursuant to Article G.24.1, upon request, a teacher in a village school shall be granted up to two additional days leave of absence with pay per year, if necessary, for travelling time involved.

[See also Articles G.2 (Compassionate Care Leave) and G.3 (Employment Standards Act Leaves) for leaves in excess of five/seven days.]

## **ARTICLE G.25      JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS**

1. Leave of absence with pay shall be granted for the following reasons:
  - a. jury selection;
  - b. jury duty;
  - c. when a teacher is subpoenaed as a witness in a legal proceeding in which they are not a party to the proceedings.

Witness or jury duty fees when received shall be paid to the Board.

2. Where a teacher is required to attend a court or tribunal as a plaintiff, defendant, petitioner, respondent, or complainant, the teacher shall be granted leave of absence without pay for such purposes. Teacher teaching on call costs will be borne by the Board.
3. Where a teacher must take time from teaching duties to act as a co-defendant of the Board, such time will be with pay.

## **ARTICLE G.26      PUBLIC OR CIVIC DUTY**

1. When a teacher is nominated as a candidate and wishes to contest a provincial, or federal election, they shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted leave through the end of the school year in which the term in office expires.

2. Teachers elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, at the cost of a teacher teaching on call or replacement teacher to a maximum of five (5) days in any school year.
3. The Superintendent of Schools may grant leave of absence to teachers as representatives of youth oriented community groups in order for them to attend meetings, training sessions, sports events, etc., at the cost of a teacher teaching on call or replacement teacher to a maximum of three (3) days in any school year.

#### **ARTICLE G.27      EARLY LEAVE FOR SUMMER STUDIES**

Paid leave of absence after June 15th shall be granted to teachers to take summer courses approved by the Superintendent where attendance is required before June 30th. Length of leave shall, in each case, be determined by the Board. Teacher teaching on call or replacement teacher costs, should they be necessary, shall be paid by the teacher.

#### **ARTICLE G.28      SPECIAL VILLAGE TEACHER PERSONAL LEAVE**

1. During the first full year of teaching in the villages, each teacher shall be granted one day per year of personal leave with pay. During the second and each subsequent full year of teaching in the villages, each teacher shall be granted two days per school year of personal leave with pay.
2. Such leave shall be taken at a time mutually agreeable to the teacher and the school principal, shall be subject to availability of a suitable teacher teaching on call or replacement teacher, and will not normally be attached to Christmas, Spring or Summer break.

#### **ARTICLE G.29      SHORT-TERM LEAVE FOR EDUCATIONAL WORK APART FROM TEACHERS' REGULARLY ASSIGNED DUTIES**

1. When a teacher, with prior Board approval, is absent from their regular teaching assignment in order to participate in or attend the following activities, they will be on paid leave of absence:
  - a. short term professional development activities, both in and out of district;
  - b. school accreditation;
  - c. short term, non-seconded work for the Ministry of Education;
  - d. marking provincial examinations during the winter marking session.
2. Each teacher is required to submit a district leave of absence form for approval and processing prior to the leave taking place.



## SIGNATURES

Signed at Prince Rupert, British Columbia, this \_\_\_\_\_ day of October, 2021

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Cameron McIntyre, Secretary-Treasurer  
School District No. 52 (Prince Rupert)

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Gabriel Bureau, President  
Prince Rupert District Teachers' Union

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

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Teri Mooring, President  
British Columbia Teachers' Federation

## APPENDICES

### APPENDIX A

#### SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

#### PRINCE RUPERT DISTRICT TEACHERS' UNION

##### Medical Travel Benefits Plan

##### 1. Benefits:

Teachers in the employ of School District No. 52, who are members of the PRDTU while enrolled as members under Medical Travel Benefits Plan and their dependants while registered shall be entitled to benefits payable at 100% for the following medical travel expenses.

- a. Transportation for a member and/or their dependants by scheduled air, rail, bus or airport ferry to and from the nearest locale equipped to provide the treatment required when ordered by the attending Physician and Surgeon because, in their opinion, adequate treatment is not available locally. Private auto reimbursed at the equivalent bus expense. Said transportation must be within two months of referral and will not be provided to points beyond Vancouver, B.C.
- b. Transportation of an attendant for the patient being transported under (a) above, when ordered by the attending Physician and Surgeon.
- c. Accommodation in a commercial facility for the patient only, before and after medical treatment to a maximum of \$65.00 per day for a total of seven (7) days, in cases where transportation has been provided under (a) above.

Accommodation is not provided for the attendant.

- d. All benefits under this plan will be available to teachers in Hartley Bay, Kitkatla and Lax Kw'alaams including maternity procedures and delivery requiring special confinement as ordered by a doctor. Hotel accommodation will only be reimbursed at \$65.00 per day for five (5) days. The plan does not cover regular visits to doctors for any medical condition. It is intended to provide for specialized treatment.

##### 2. Payment Of Benefits:

- a. All claims must be submitted on an approved form to the Board Office within 90 days of the date on which the expense was incurred.

- b. The teachers' physician must provide a statement that the service required is not available locally. It is expected that the services of a travelling specialist providing service in Prince Rupert will be used wherever possible.
- c. Failure to submit claims within the 90 day period shall not invalidate any claim if the claim has been filed as soon as reasonably possible.
- d. No action may be brought against the Board or the PRDTU for any claim hereunder unless brought within one year from the date the liability was incurred.

### **3. Exclusions:**

The following are not included in the aforementioned Benefits:

- a. Expenses in respect of any injury, illness or condition for which care is provided or hereafter may be provided to the member or their dependants without cost, or at nominal charges by public authorities, or by a tax-supported agency, including services which are available under any *Workers' Compensation Act*, or by virtue of any statute, or from any Government Authority and expenses for which the Medical Services Plan of British Columbia is liable.
- b. To the extent that monies are received, expenses for which a member or a dependent is entitled to reimbursement under any other group or individual insurance policy.
- c. Charges incurred in connection with a condition due to an act of war, riot or insurrection including, but not limited to, any war declared or undeclared, combination of countries or international organizations.
- d. Charges for any services or supplies in those cases where and to the extent that the necessary services or supplies are provided or paid for by any party or parties liable at law to make such provision or payment.
- e. This benefit does not apply to Doctors of Dental Surgery or Dental Specialists.
- f. This benefit does not apply to elective cosmetic surgery.

### **4. General:**

- a. In the event of a member or dependant suffering any damage from the malpractice or negligence of any person or supplier rendering service hereunder to such member or dependant, the member concerned must make their claim, if any, against such person or supplier and not against the Board or the PRDTU, and the member waives any claim they might have against the Board or the PRDTU in respect of such malpractice or negligence and agrees to indemnify and save it harmless from any such claim that may be made against it.

- b. No assignment of this Benefit on the part of the Employer shall be valid or effective unless and until consented to by the Board and the PRDTU. Neither the services provided under this Agreement nor any monies payable with respect hereto shall be assignable unless consented to by the Board and the PRDTU.
- c. Any notice required to be given hereunder shall be sufficiently given if delivered by hand or mailed by prepaid post addressed in the case of the Employer to:

School District No. 52 (Prince Rupert)  
634 East 6th Avenue  
Prince Rupert, B.C.  
V8J 1X1

and in the case of the PRDTU, as follows:

Prince Rupert District Teachers' Union  
869 Fraser Street  
Prince Rupert, B.C.  
V8J 1R1

and any notice so given shall be deemed to have been received when the same would have been delivered in the ordinary course of post or transmission.

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary-Treasurer

**PRINCE RUPERT DISTRICT TEACHERS' UNION**

\_\_\_\_\_  
Chairperson  
Collective Bargaining Committee

\_\_\_\_\_  
President

## **APPENDIX B**

### **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

#### **P.R.D.T.U. AND S.D. #52**

#### **Re: School Based Staffing Situation**

For the purposes of ensuring that all affected teachers are aware of a “school-based staffing” situation at their school the parties agree to the following:

A “school-based staffing” situation which will result in a possible re-assignment of a teacher on continuing contract shall be made known to all the teachers in that school by a written notice being deposited in each teacher’s mail box. Such notice shall allow at least two teaching days (excluding “non-instructional days”) before the “school-based staffing” decision is finalized.

Signed this June 08, 1993

On behalf of the PRDTU

On behalf of S.D. #52

## **APPENDIX C**

### **LETTER OF UNDERSTANDING**

#### **BETWEEN**

#### **P.R.D.T.U. AND S.D. #52**

#### **Re: Spring Staffing**

##### **General:**

1. The terms of this Letter of Understanding override any applicable provisions of the Collective Agreement in the event of a conflict between this Letter of Understanding and the Collective Agreement.
2. For the purposes of this Letter of Understanding, when a position on the teaching staff of the District becomes available, except between April 15 and the third Friday following Labour Day, the terms of Article C.5.6. apply. Note: Staffing will commence on April 15 in each year.
3. This Letter of Understanding between the parties includes the agreement that the Employer is authorized and will provide the Union with the names of all applicants to postings who are members of the Union.
4. The parties agree to inform each other of all appeals.

##### **Spring Staffing Process:**

5. Spring Staffing will occur based on this Letter of Understanding.
6. The Employer will provide to the Union seniority lists updated to March 15 by April 1 of each year.
7. Subject to qualifications, teachers will be identified as surplus in lowest to highest seniority order.
8. The restriction of Article E.20.3 will be waived during the Spring Staffing period as defined in this Letter of Understanding.

### **Surplus Teachers:**

9. The Board will, after meaningful consultation with the Union, determine three (3) or more jobs, (depending on availability), held by persons with the most junior seniority relative to the surplus teacher, subject to qualifications, and the Board will provide a list of the jobs in writing to the surplus teachers. The surplus teacher will, within not more than two (2) working days from receipt of the list, assign a priority to each of the jobs listed and provide a copy to the Employer. The Board shall then offer the jobs to the surplus teacher in the order of priority chosen by the teacher, unless a job has been filled by a surplus teacher possessing greater seniority. In that event the Board shall offer the job assigned the next highest priority by the teacher. The surplus teacher must at that time accept one of the jobs identified. Surplus teachers may not elect to be laid off.

### **Teacher on Recall/Teachers Converting to Continuing Status:**

10. The recall/re-engagement rights of teachers on the recall list shall continue to be governed by the Collective Agreement, except as set out herein.
11. During the Spring Staffing process (April 15 to the third Friday following Labour Day in each year):
  - (a) Teachers on the recall/re-engagement list shall be deemed to be included in band (d) of Article E.20.9 according to their particular circumstances.
  - (b) Teachers on the recall/re-engagement list (including both those re-engaged to temporary work and those not working) who are senior to a teacher who has been provided with notice of layoff/termination during the current round of Spring Staffing shall be included in the process set out in #12 below for determining work assignments, during Spring Staffing.
12. Teachers on the recall/re-engagement list (as per 11(b) above), and teachers who have converted to continuing status during the school year, shall participate in the Spring Staffing as follows. The board will, after meaningful consultation with the Union, determine up to three (3) jobs (depending on availability) held by persons with the most junior seniority relative to the teacher on the recall/re-engagement list or converted teacher, subject to qualifications, and the Board will provide a list of the jobs in writing to the teacher. The teacher will, within not more than two (2) working days from receipt of the list, assign a priority to each of the jobs listed and provide a copy to the Employer. The Board shall then offer the jobs to the teacher in the order of priority chosen by the teacher, unless a job has been filled by a teacher possessing greater seniority. In that

event the board shall offer the job assigned the next highest priority by the teacher. The teacher must at that time accept one of the jobs identified, if any.

**Postings:**

13. During Spring Staffing and during the month of September postings will be two (2) working days in duration unless otherwise mutually agreed. During the balance of the year all vacancies will be posted for a period of four (4) working days.

**Notice of Termination:**

14. For teachers who, as a result of the processes in #9 and #12 above, have received notice of lay-off, the Board will, after meaningful consultation with the Union, determine up to three (3) jobs depending on availability held by persons with the most junior seniority relative to the teacher, subject to qualifications, and the Board will provide a list of the jobs in writing to the teacher. The teacher will, within not more than two (2) working days from receipt of the list, assign a priority to each of the jobs listed and provide a copy to the employer. The Board shall then offer the jobs to the teacher in the order of priority chosen by the teacher, unless a job has been filled by a teacher possessing greater seniority. In that event the Board shall offer the job assigned the next highest priority by the teacher. The teacher must at that time accept one of the jobs identified, if any.

**Qualifications:**

15. For the purposes of this Letter of Understanding, Article C.5.3 shall apply.

**Expedited Process:**

16. Any dispute arising from the Spring Staffing process and related matters shall be heard and decided as follows:
  - (a) If and when a dispute arises, the parties shall first use their best efforts to reach a mutually satisfactory resolution of the dispute within three (3) working days from when the dispute is identified.
  - (b) Failing resolution as provided in paragraph (a), either party may submit the dispute for resolution to the first available of (or as mutually agreed) Judi Korbin or Chris Sullivan (the “Troubleshooter”) on an urgent and expedited basis as follows:



NB: By mutual agreement, or on the recommendation of the named Troubleshooters, additional Troubleshooters may be added.

- (c) The Troubleshooter will arrange to convene a telephone conference call with a representative(s) of the Employer and a representative(s) of the Union as quickly as possible.
- (d) Prior to the telephone conference call, the parties may provide the Troubleshooter with copies of any documents they consider to be relevant and helpful to resolving the dispute.
- (e) After hearing from the parties, the Troubleshooter will determine the procedure for final resolution of the dispute on an urgent and expedited basis. These procedures may include, but are not limited to:
  - (i) Immediate decision at the time of or shortly following the telephone conference call;
  - (ii) The setting of an expedited schedule for the receipt of documents and submissions with decision to be based on the written material;
  - (iii) The convening of an expedited hearing to hear *viva voce* evidence and argument;
  - (iv) An oral decision followed by brief written reasons if requested by either of the parties.
- (f) The Troubleshooter shall be at liberty to request further or better particulars as they deem necessary or advisable for the just and fair resolution of the dispute.
- (g) It is the intention of the parties that at least an oral decision will normally be made by the Troubleshooter within five (5) working days of the hearing.
- (h) The Troubleshooter shall retain jurisdiction with respect to any issues arising out of the implementation of an award issued by them.
- (i) A decision or award under this expedited process is without prejudice or precedent unless otherwise recommended by one of the Troubleshooters and mutually agreed by the parties.
- (j) Issues of principle or policy may be referred by either party to the regular grievance procedure. If referred to arbitration the matter shall be heard by Judi

Korbin, Chris Sullivan or such other arbitrator as may be added to the Troubleshooter list. Such referral shall not prevent the filing of specific disputes under the expedited process herein or delay the processing of them.

- (k) Except as set out herein an arbitrator under this agreement shall have the powers and jurisdiction of an arbitrator prescribed in the *Labour Relations Code* of British Columbia.
- (l) This process is without prejudice or precedent in any other district or with regard to the provincial parties.

## **APPENDIX D**

### **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

#### **P.R.D.T.U. AND S.D. #52**

#### **Re: Cost of Teacher Teaching on Call**

1. When a teacher is required to pay the cost of a Teacher teaching on Call (“TTOC” in accordance with the articles of the collective agreement set out below, that cost will be set in accordance to the terms of this memorandum of understanding.
  - Article F.20 – Joint Professional Development
  - Article G.26.2 and G.26.3 – Public or Civic Duty
  - Article G.27 – Early Leave for Summer Studies
2. The cost per day of a TTOC effective:

July 1, 2019	\$373.97
July 1, 2020	\$381.45
July 1, 2021	\$387.95
3. The cost set out in Section 2 above will increase proportionate to any increase in the wages or benefits of TTOCs, as those increases become effective.
4. The intent of this memorandum of understanding is that the cost of a TTOC should approximate the average cost of a TTOC paid by the district each year. If either P.R.D.T.U. or S.D. #52 believes that the rate determined in accordance with this memorandum does not fairly reflect that average cost, then that party will give notice to the other party to meet and review the terms of this memorandum. If the parties are not able to agree on changes to the terms of this memorandum, then the party who requested the meeting may refer the matter to arbitration pursuant to Article A.6.6.

# **LETTERS OF UNDERSTANDING**

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

**BETWEEN**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

**THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

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

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

6. Effective date of local matters items:

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

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

Original signed by:

“Jim Iker”

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For BCTF

“Renzo Del Negro”

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For BCPSEA

<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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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**

<p style="text-align: center;"><b>Appendix 2</b> <b>LOCAL MATTERS</b></p>
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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**

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

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Not Applicable in School District No. 52 (Prince Rupert).

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION  
  
AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

Not Applicable in School District No. 52 (Prince Rupert).

## 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 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

## LETTER OF UNDERSTANDING No. 5

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### AND

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Teacher Supply and Demand Initiatives**

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

### **Remote Recruitment & Retention Allowance:**

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of
  - Effective July 1, 2019     \$ 2,570
  - Effective July 1, 2020     \$ 2,622
  - Effective July 1, 2021     \$ 2,674upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of
  - Effective July 1, 2019     \$ 2,570
  - Effective July 1, 2020     \$ 2,622
  - Effective July 1, 2021     \$ 2,674as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

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

*Revised: March 26, 2020*

Original signed by:

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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

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

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

Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake
<b>47 - Powell River (only part of district approved)</b>	
Texada Elem	Texada Island
Kelly Creek Elem	
<b>49 - Central Coast (Entire District)</b>	
<b>50 - Haida Gwaii (Entire District)</b>	
<b>51 - Boundary (only part of district approved)</b>	
Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek
<b>52 - Prince Rupert (Entire District)</b>	
<b>54 - Bulkley Valley (entire district approved)</b>	
<b>57 - Prince George (only part of district approved)</b>	
Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride
Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount
<b>59 - Peace River South (Entire District)</b>	
<b>60 - Peace River North (Entire District)</b>	
<b>64 - Gulf Islands (only part of district approved)</b>	
Saturna Elementary	Saturna
<b>69 - Qualicum (only part of district approved)</b>	
False Bay School	Lasqueti
<b>70 - Alberni (only part of district approved)</b>	

Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet
<b>72 - Campbell River (only part of district approved)</b>	
Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island
<b>73 - Kamloops/Thompson (only part of district approved)</b>	
Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek
<b>74 - Gold Trail (only part of district approved)</b>	
Gold Bridge Community	Gold Bridge/ Bralorne
Sk'il' Mountain Community	Seton Portage/South Shalalth/Shalalth
Lytton Elementary	
Kumsheen Secondary	
Venables Valley Community	Venables Valley
	Lillooet/Pavilion/ Fountain/Band
Cayoosh Elementary	Communities
	Lillooet/ Pavilion / Fountain/Band
George M. Murray Elementary	communities
	Lillooet / Pavilion / Fountain/Band
Lillooet Secondary	communities
<b>81 - Fort Nelson (Entire District)</b>	
<b>82 - Coast Mountain (Entire District)</b>	
<b>84 - Vancouver Island West (entire district approved)</b>	
<b>85 - Vancouver Island North (Entire District)</b>	
<b>87 - Stikine (Entire District)</b>	
<b>91 - Nechako Lakes (Entire District)</b>	
<b>92 - Nisga'a (Entire District)</b>	
<b>93 - Conseil Scolaire Francophone (only part of district approved)</b>	
Ecole Jack Cook	Terrace

## LETTER OF UNDERSTANDING No. 6

### BETWEEN BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION AND BRITISH COLUMBIA TEACHERS' FEDERATION

#### **Re: Article C.2. – Porting of Seniority – Separate Seniority Lists**

This agreement was necessitated by the fact that some districts have a separate seniority list for adult education teachers, i.e., 1 seniority list for K – 12 and a second separate seniority list for adult education seniority. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decisions with the understanding that anomalies could be discussed and considered at labour management. There are 4 possible situations and applications:

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
  - Both K – 12 and adult education seniority are contained on a single list in both districts.
  - Normal rules of porting apply.
  - No more than 1 year of seniority can be credited and ported for any single school year.
  - Maximum of 20 years can be ported.
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
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

## **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

March 26, 2020  
Date

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Teri Mooring  
For BCTF

March 26, 2020  
Date

## **LETTER OF UNDERSTANDING No. 9**

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Provincial Extended Health Benefit Plan**

1. The Provincial Extended Health Benefit Plan as provided for under Article B.11.1 is as set out in Appendix A to this Letter of Understanding.
2. The Provincial Extended Health Benefit Plan may only be amended or altered by agreement of BCPSEA and the BCTF.
3. The carrier/insurer for the Provincial Extended Health Benefit Plan may only be changed with prior consultation between BCPSEA and the BCTF.

The consultation process will be consistent with the 2012 process. In the event of a dispute in the selection/change of the carrier/insurer, the matter shall be referred to Mark Brown, or an agreed-upon alternative, to be dealt with on an expedited basis.

This provision covers any district or local that is part of the Provincial Extended Health Benefit Plan.

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.

7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
  - a. Vancouver Teachers' Federation [VSTA, VESTA]<sup>1</sup> / SD No. 39 (Vancouver)
  - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
  - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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<sup>1</sup> The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.

## Appendix A to Letter of Understanding No. 9

<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**

Not applicable in School District No. 52 (Prince Rupert).

## **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 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. 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 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. 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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