

WORKING DOCUMENT (PCA)

July 1, 2019 to June 30, 2022

LOCAL COLLECTIVE AGREEMENT

BETWEEN:

**The Board of Education of School District
No. 67
(Okanagan Skaha)**

(The “Employer”)

**B.C. Public School Employers’ Association
(BCPSEA)**

As bargaining agent for all school boards
established under the *School Act*

AND:

Okanagan Skaha Teachers’ Union

(The “local”)

**British Columbia Teachers’ Federation
(BCTF)
(The “union”)**

On behalf of all employees included in the
bargaining unit established under the *Public
Education Labour Relations Act (PELRA)*

**WORKING DOCUMENT
OF
SCHOOL DISTRICT NO. 67 COLLECTIVE AGREEMENT**

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PREAMBLE

1. The parties recognize and support the purposes of this Agreement to be:
 - 1.1 to set forth the terms and conditions of employment agreed to between the parties;
 - 1.2 to promote harmonious relations between the Employer and its officials and the Union and all teachers;
 - 1.3 to set forth mechanisms for the expeditious settlement of disputes which may arise as to the application or interpretation of the Agreement;
 - 1.4 to encourage cooperation in providing efficient quality education services to the pupils in the District.
2. This Agreement is made pursuant to and governed by the School Act and the Labour Relations Code. Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.

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 [Board of Education in School District No. 67 (Okanagan Skaha)] in each district recognizes the local [Okanagan Skaha Teachers' Union] 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; and/or

- ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

8. Arbitration (Conduct of)

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

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
 - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.
 - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
 - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

ARTICLE A.7 EXPEDITED ARBITRATION

1. Scope

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

2. Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan
 - iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.

- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

3. Local Provisions

- a. Grievances concerning the following may be referred by the party originating the grievance to expedited arbitration:
 - i. teaching assignments,
 - ii. posting and filling vacant positions,
 - iii. employer initiated transfers,
 - iv. teacher initiated transfers.

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.

LOCAL ARTICLES

ARTICLE A.20 PRESIDENT'S LEAVE TERMS

Intentionally left blank. See Article G.6 Leave for Union Business.

ARTICLE A.21 RELEASE TIME FOR CTF BUSINESS

Note: This article has been moved to G.6.11-G.6.16

ARTICLE A.22 TEACHER REGULATION BRANCH

1. Paid leave of absence as required will be granted to a teacher elected to the Teacher Regulation Branch, provided the Teacher Regulation Branch reimburses the Employer for costs.

ARTICLE A.23 LEAVE FOR CONTRACT NEGOTIATIONS

1. Leave of absence with pay shall be granted to two (2) members of the Union to conduct negotiations held during instructional hours. Such leave will be in full day or one-half (1/2) day increments and will reflect the mutually agreed upon negotiation schedule.
2. Up to three (3) additional representatives, as determined by the Union, shall be released with pay for negotiating sessions held during instructional hours, and the Employer shall bill the Union for the costs of the Teacher Teaching on Call.

ARTICLE A.24 SCHOOL STAFF REPRESENTATIVES

1. The Employer shall recognize a Staff Representative(s) in each school, elected in accordance with the Union's procedures to carry out the duties of investigating and settling teacher employer disputes within the school and to participate in grievance resolution in the school as required.

2. The Union shall notify the Employer in writing of the name of each staff representative(s).
3. Staff representatives shall have the right to convene meetings in the school to conduct Union business provided that they follow the District's existing booking practices and that the meetings do not interfere with scheduled activities or teacher duties.
4. Staff representatives shall arrange to conduct grievance investigations in such a manner as not to disrupt classroom or other instruction and shall not normally be granted leave from instructional duties for this purpose.
5. When requested by a teacher or the Employer, a staff representative shall be relieved of instructional duties without loss of pay to attend any meeting involving the teacher and the Employer concerning any grievance or dispute.

ARTICLE A.25 ACCESS TO WORKSITE

1. Upon notification to the Employer, representatives of the Union and the BCTF shall have the right to enter school property to transact Union business at all reasonable times provided that such visits do not interfere with classroom instruction.

ARTICLE A.26 USE OF SCHOOL FACILITIES

1. The Union shall be permitted the use of school facilities and equipment for Union meetings and other Union business by following the District's usual "booking" practices. The Union agrees that such use will not include direct preparation for job action.

ARTICLE A.27 BULLETIN BOARDS

1. The Union shall have the right to post Union approved notices of activities and matters of Union concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school.

ARTICLE A.28 INTERNAL MAIL

1. The Union shall have access to the District mail and employee mail boxes, free of charge, for communication with teachers provided any increased volume does not add extra costs to the Employer.

ARTICLE A.29 SCHOOL STAFF COMMITTEES

1. The Employer and the Union encourage each school to develop a staff committee.
To this end, staff committees shall:
 - a. be established at the beginning of each school year;

- b. consist of a size and membership to be determined by the staff;
 - c. review and make recommendations on matters relating to staff concerns;
 - d. have the right to receive budget information and make presentations to the Administrative Officer(s) regarding the school's annual budget.
2. The school administration shall consider recommendations put forward by the staff committee.

Should the school administration not act on a recommendation, of the school Staff Committee, the Administrative Officer shall provide reasons. If the recommendations are in writing, the reasons shall be in writing. If the recommendations are oral, then the reasons shall be oral.

ARTICLE A.30 RIGHT TO REPRESENTATION

1. The Superintendent or Administrative Officer shall inform the teacher of their right to have a representative of the Union in attendance at any meeting that can reasonably be expected to become discipline related. For the purposes of this Article, the teacher has the right to waive, in writing, this representation.

ARTICLE A.31 ACCESS TO INFORMATION

1. The Employer upon request by the Union agrees to furnish to the Union or its designated representatives, the following information, as soon as it is available:
- a. a list of employees covered by this Agreement showing names, addresses, phone numbers, grid placement, seniority and staff assignments;
 - b. notification of transfers, resignations, retirements, employee deaths, discharges, notice of positions available, appointments and leaves of absence;
 - c. public board meeting agendas;
 - d. minutes of public board meetings;
 - e. public information as required by law.
2. The employer shall include on each statement of earnings the employee's accumulated paid sick leave credits at the end of the previous month.

ARTICLE A.32 COPY OF AGREEMENT

1. Within 30 days of the receipt of the Working Document, a representative of the local shall meet with a representative of the employer to mutually review the document to ensure the agreement is amended accurately.

2. The parties shall share equally the cost of printing this Agreement in sufficient quantities for distribution to all: staff representatives, administrative officers and school/work sites.
3. The employer shall provide to the union the Agreement in electronic format, as requested by the union.

ARTICLE A.33 PICKET LINE PROTECTION

1. The parties agree that all teachers under this Agreement shall have the right to refuse to cross a legally constituted picket line arising out of a dispute as defined in the Labour Relations Code. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
2. In the event the Employer is confronted with a picket line or is served with seventy-two (72) hours strike notice, the Union President or designate will meet with the Superintendent if requested to do so.
3. Teachers will not be requested or required to perform, nor to direct pupils to perform duties that are under the jurisdiction of employees who are on strike or locked out.
4. Failure to cross a duly constituted picket line encountered in carrying out School Board business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board.

ARTICLE A.34 CONTRACTING OUT

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon by the parties, the Board shall not contract out educational services of a type and kind normally and regularly assigned to teachers in this District. This provision shall be subject to A.34.2 below.
2. The parties agree that the following shall not be considered as violations of this article and agree that:
 - a. This article does not restrict or regulate the assignment of teaching duties to administrative officers.
 - b. This article does not limit the Board's ability to employ persons other than teachers to assist teachers in carrying out their duties as provided for in section 18 of the School Act.
 - c. Those educational services normally expected to be provided outside the regular day school program (i.e. summer school and night school) may continue to be provided.
 - d. Students may continue to be provided with educational programs which are sponsored by or jointly sponsored with another school district or outside agency such as Museum, or delivered through another Ministry.

- e. Those services which have traditionally been purchased to supplement the physical education program within the Okanagan Skaha School District such as swimming, skiing, canoeing, curling lessons and outdoor education support may continue to be provided.
 - f. The practice of using guest speakers and performers to provide services which supplement curricular programs and teacher professional development activities may continue.
 - g. The purchase of materials (e.g., software or curricular support) and the services included in the production of those materials shall not be restricted to members of the bargaining unit.
 - h. As a practicum requirement student teachers may perform the duties and responsibilities of their supervising teachers.
3. The parties continue to recognize and encourage the presence of volunteer parents as a support to classroom teachers.

ARTICLE A.35 EXPEDITED ARBITRATION

Replaced by provincial Article A.7 (Expedited Arbitration).

ARTICLE A.36 EXCLUSIONS FROM THE BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties. For the purposes of Article A.36, the word "position" means individual jobs or assignments, and "any position that is currently in the bargaining unit" means an individual job or assignment that is currently in the bargaining unit or an individual job or assignment which is not substantially and demonstrably different from jobs or assignments currently in the bargaining unit.
 - a. Any exclusions shall be determined on the basis that the position involved:
 - i. any of the functions outlined in the Labour Relations Code as the basis for exclusion from the definition of an "employee"; or
 - ii. the functions of a director of instruction as provided by the School Act; or
 - iii. includes any duties regarding the evaluation of the teachers as designated to principals and vice principals in the School Act.
 - b. Failure by the parties to reach mutual agreement shall result in the parties referring the matter directly to arbitration pursuant to Article A.6.0 (Grievance Procedure).
 - c. When the inclusion or exclusion of a position is in dispute, the issue of whether or not the position is, in substance, that of a teacher and/or is in the bargaining unit

is an issue which can be grieved under the grievance procedure in the collective agreement.

2. Any newly created position requiring a teaching certificate shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties. The provisions of paragraph 1 of this article shall apply.
3. Prior to posting, the Board shall notify the OSTU of all new management positions offered in the District and submit to the OSTU office a written job description of the new position(s).

ARTICLE A.37 MANAGEMENT RIGHTS

1. The Employer retains the rights and responsibilities to manage and control all its operations subject to the terms of this Agreement, provided that such rights are exercised fairly and reasonably.

ARTICLE A.38 TEACHERS' ASSISTANTS

1. Teachers' assistants are employed to assist teachers in carrying out their duties and responsibilities as set out in the School Act and Regulations.
2. Teachers' assistants shall work under the employment supervision of an Administrative Officer and the direct instructional supervision of teachers. Teachers shall not write formal evaluations on Teachers' Assistants.
3. Teachers' assistants shall not assume direct instructional responsibility for, but may assist the teacher in, any of the teacher's duties and responsibilities referred to in clause A.38.1.
4. Teachers' Assistants shall not engage in any instructional responsibilities when the teacher who is receiving the assistance is absent from the classroom, without the approval of the teacher.

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. Teacher Salary Grids – School District No. 67 (Okanagan Skaha)

Effective July 1, 2019

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

Effective July 1, 2020

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

Effective July 1, 2021

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

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

LOCAL PROVISIONS

7. When a part-time teacher is a TTOC in their own class or in an assignment which is substantially the same, they will be paid on scale rather than at TTOC rates.
8. A TTOC who reports for work when called shall be paid a minimum of a half day's salary. A TTOC who works beyond a half day shall be paid on a pro rata basis.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

[Article B.3 is not currently applicable in S.D. 67 (Okanagan Skaha)]

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. [Not Applicable in School District No. 67 (Okanagan Skaha)]
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

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

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

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 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.

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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 31st 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 that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Provincial Articles B.9.1 through B.9.3 do not apply in School District No.67 (Okanagan Skaha). See Article B.9.4 below.

LOCAL PROVISIONS

4. Teachers shall be paid in ten (10) monthly installments. A mid-month advance will be paid on the last teaching day prior to the 16th day of the month. The mid-month advance will be approximately 40% of net monthly salary.
5. The month end payment will be made on the last working day of the month, except for the month of December.
6. For the month of December the mid-month advance will be paid on the last teaching day prior to the 16th day of the month and the month end payment will be made on the last banking day of the month.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

1. Provincial Article B.10.1 does not apply in School District No.67 (Okanagan Skaha). See Article B.10.6 below.
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.

4. Provincial Article B.10.4 does not apply in School District No.67 (Okanagan Skaha).

5. Provincial Article B.10.5 does not apply in School District No.67 (Okanagan Skaha).

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

LOCAL PROVISIONS

6. MILEAGE ALLOWANCE

- a. Teachers who are requested by the Employer to use their personal vehicles in order to carry out their assigned instructional responsibilities shall be reimbursed for mileage at the current B.C.S.T.A. rate.

ARTICLE B.11 BENEFITS

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

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

LOCAL PROVISIONS

5. Medical Plan

The Employer shall pay eighty-five percent (85%) of the cost of the premium for the Provincial Medical Services Plan of B.C.

6. Extended Health Benefits

The Employer shall pay one hundred percent (100%) of the premium cost of the Provincial Extended Health Benefit Plan.

7. Dental Plan

The Employer shall pay eighty-five percent (85%) of the premium cost of a mutually-agreed dental plan which maintains, as a minimum, the current levels of coverage. Effective April 1, 1993, the plan will include the following coverage:

- a. 80 percent of Plan "A" basic service. Effective July 1, 2018, basic dental coverage is per the provincial minimum;
- b. 50 percent of Plan "B" prosthetic appliance, crown and bridge. Effective July 1, 2018, major dental coverage is per the provincial minimum;
- c. 50 percent of Plan "C" orthodontia with a limit of \$2000.00 per person. Effective July 1, 2015, orthodontics coverage and lifetime limit are per the provincial minimum.

For teachers hired after December 31, 1978, participation in the plan shall be a condition of employment.

8. Group-Life Insurance

- a. The Employer shall pay one hundred percent (100%) of the net premium cost of a BCTF/B.C.S.T.A. Group Life Insurance Plan "B" for each participating teacher.
- b. Group-Life Participation

Teachers employed as of December 31, 1975, shall be voluntary participants of the Plan. After that date participation shall be a condition of employment for new employees.

- c. Optional Term Life

The BCTF Optional Term Life Insurance Plan will be administered by the Employer with the teachers paying one hundred percent (100%) of the premium cost. Adjustments of coverage shall only be made at the beginning of each school year.

9. Salary Indemnity Fund / Salary Continuance Plan

Participation in the BCTF Teachers' Salary Indemnity Fund / Salary Continuance Plan shall be a condition of employment for all teachers appointed to the District after January 1, 1978. The premiums for this plan shall be paid totally by the teachers.

10. General Benefits

- a. The Employer shall provide each employee with an application or enrollment form(s) for participation in the benefit plans.
- b. The Employer shall provide information to teachers on how to obtain benefits from the various benefit plans.
- c. The Employer shall advise each teacher individually in writing at the end of October of their accumulated sick leave.
- d. The Employer agrees to pay its share of the cost of benefits for all full-time teachers while they are in receipt of salary under this Agreement. In the case of a temporary full-time teacher the appointment must be for a minimum of four (4) months to qualify for those benefits.
- e. Subject to the conditions of the benefit plans, part-time teachers employed .4 F.T.E. or more shall be entitled to the benefit provisions of this Agreement in the same manner as full-time teachers. Part-time teachers employed less than .4 F.T.E. shall be entitled only to the Provincial Medical Services Plan of B.C. In order to qualify for benefits part-time teachers must be appointed for four (4) or more consecutive months. Teachers teaching on Call shall be entitled to the benefit provisions of the Employee Assistance Plan and the Provincial Extended Health Benefit Plan, by paying 100% of the premium costs of the Provincial Extended Health Benefit Plan
- f. With the exception of Group Life, benefit coverage shall be extended to the end of the next teaching month following a deduction of premiums.

11. Employee Assistance Plan

- a. Effective April 1, 1993 the Board shall pay Seventy-five percent (75%) of the cost of a mutually agreed upon Employee Assistance Plan.

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

- a. The Employer shall not reduce the terms of the existing plans without the agreement of the Union. The Employer shall provide the Union with a copy of all master, teacher benefit contracts.

13. Maintenance of Benefits During Leave of Absence

- a. For those benefits capable of being maintained, any employee granted leave of absence shall have their benefits maintained by the Employer during the period of leave by notice of the teacher, upon the Employer receiving pre-payment of the total premiums applicable during the leave of absence.
- b. Subject to the conditions of the benefit plans, the Employer will continue to pay its share of the premium payments for the Medical Plan, EHB, Dental Plan and Group Life Insurance during the period, not exceeding one (1) year, that a

teacher is on medical leave of absence and in receipt of the British Columbia Teacher's Federation Salary Indemnity Plan (Short Term) benefits and for one further calendar year beyond the expiry of the S.I.P. (Short Term) benefits where the teacher is in receipt of the benefits from the BCTF Salary Indemnity Plan (Long Term).

- c. The Board shall continue to pay the Employer's share of the Teacher's Pension Plan contributions for the President of the OSTU.

14. Death Benefits

- a. In the event of the death of a teacher in the employ of the Employer, the Employer shall pay to the widow or the widower of the deceased, or to the estate if there is no widow or widower of the deceased, the full month's salary for the month in which the employee deceased.
- b. The Employer shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of six (6) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.
- c. In addition to the payment in Article B.11.14.a, the Board will also pay one (1) additional month's salary for any employee who has been in the service of the Board for more than ten (10) years.

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.

LOCAL ARTICLES

ARTICLE B.20 INITIAL PLACEMENT

1. General

a. Notification

At the time of appointment, the Employer shall advise the teacher, in writing, of the documentation required to establish initial scale placement.

b. Placement

The Employer shall notify the teacher, in writing, of the category and experience placement that has been assigned.

c. Documentation

Each teacher shall submit all documentation required by the Employer to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Employer, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.

- d. Time limit extension

The Employer shall not refuse a request for extension of the time limits, provided that the delay is not the fault of the teacher.

2. CATEGORY

- a. T.Q.S. Qualifications

Except as otherwise provided in this Agreement, the category placement of each teacher shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service. Verification is the responsibility of the teacher.

- b. Letter of Permission

Persons holding a Letter of Permission (LP) shall be placed in a salary category which will provide a salary appropriate to their teaching function as determined by the Superintendent.

- c. Salary Grid Placement Appeals

In the event that a teacher wishes to appeal their placement on the salary scale for experience, the teacher may apply in writing to the Superintendent for adjustment, with a copy to the Union President. The Superintendent shall make the appropriate placement decision. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, a grievance in accordance with this Agreement may be filed.

ARTICLE B.21 EXPERIENCE RECOGNITION

- 1. Submission of Proof

The submission to the Employer of proof of experience is the responsibility of the teacher.

- 2. Increment Date

An increment shall be awarded annually, to the category maximum, on September 1, January 1, or April 1, following the date on which the applicable experience accumulation is earned.

- 3. Criteria

The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:

Full recognition to the category maximum for experience gained in:

- a. Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A. provided:
 - i. Yearly Minimum Requirement

a minimum of eight (8) months' full-time employment in one (1) year shall be required to constitute a full year's experience.
 - ii. Part-time Credits

a minimum assignment of 80% of full-time employment for ten (10) consecutive school months shall constitute a full year's experience. Such experience credit shall not be granted for experience gained prior to September 1, 1979.
 - iii. Part-time Credits (In District)

a minimum assignment of 40% of full-time in-district employment for ten (10) consecutive school months, shall constitute a full year's experience. Such experience credit shall not be granted for experience gained prior to July 1, 1993.
- b. Experience credit will also be granted for:
 - i. Experience Subsequent to July 1, 1988

Any continuing or temporary appointment to the District subsequent to July 1, 1988. (i.e. less than B.21.3.a.i and B.21.3.a.ii (above).

No teacher shall lose experience recognition as a result of the implementation of this clause.
 - ii. Experience-in-District Teacher Teaching on Call (TTOC)

TTOCs shall accumulate experience recognition for each day taught in District, effective July 1, 1991. Any TTOC with more than five (5) consecutive days in the same TTOC assignment subsequent to September 1, 1988 will receive credit towards experience for those days. One hundred sixty (160) days of full-time TTOC employment or its equivalent, shall constitute a year's experience for increment purposes.

[Note: Effective September 19, 2014, TTOC experience credit is granted in accordance with provincial Article C.4 TTOC Employment. See also Letter of Understanding No. 16.]
 - iii. Combination of Experience

Any combination of these experience credits must total ten (10) months or more to constitute a full year's experience.

4. Experience - University or College Employment

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

5. Experience in Ministry of Education - British Columbia

Professional employment by the Ministry of Education of British Columbia while holding a valid teaching certificate.

6. Experience in OSTU and BCTF

Full-time service to the local Union or the BCTF shall carry full experience credit. Part-time service shall be credited as for part-time teaching.

7. Experience in Private and Other Schools

On application to the Superintendent a teacher may be granted experience credit for teaching in private schools in Canada or other schools or institutions not specified herein.

8. Related Experience

Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with not more than three (3) years' experience in addition to those recognized for teaching experience, but in no case shall their salary exceed the maximum of the category on which they are paid. The Superintendent shall evaluate such experience.

ARTICLE B.22 PART-TIME TEACHERS' PAY AND BENEFITS

1. Part-time teachers are those whose F.T.E. as set out in their letter of appointment, is less than one (1.0).

a. Part-time teachers shall be paid that portion of their regular scale placement as set out in their letter of appointment.

b. Sick leave provisions for part-time teachers shall be as set out in Article G.20.

c. Part-time teachers shall be eligible to participate in all benefit plans in accordance with Article B.11.

d. Part-time employees who are in attendance during the regular work year (D.22) outside of their regularly scheduled instructional assignment for parent/teacher conference days, shall be paid pro-rata based on the teacher's annual salary.

ARTICLE B.23 SUMMER SCHOOL PAYMENT

1. The Employer will pay certified teachers who teach summer school at the rate of 1/1000 of Category 5, Step 0, for each hour of instruction given by the teacher.

ARTICLE B.24 POSITIONS OF SPECIAL RESPONSIBILITY

1. When necessary, the Employer will create, in consultation with the OSTU, posts of special responsibility such as Department Heads, Curriculum Coordinators, Team Leaders (middle school), Head Teacher and Teacher-In-Charge. Positions will be posted as per Article E.21 (Posting and Filling) of this Agreement.
2. Duties of teachers appointed to these positions will be mutually agreed to by the OSTU and the Employer prior to the assignment. Current job descriptions are appended to and form part of this Agreement.
3. Any allowances are annual amounts which shall be paid in ten (10) equal monthly payments. Where the position is not occupied for a full year, the allowance shall be in proportion to the period in which the position is occupied.
4. When the work is split between more than one (1) teacher, the allowance shall be paid to the teachers in proportion to their workloads.
5. Any position not described in Article B.24.1 or any positions reclassified during the life of this Agreement shall be considered a new position.
6. The allowance for new positions shall be subject to negotiations between the Employer and the Union.
7. Effective July 1, 1991 schools will receive release time for curriculum management as follows:

Penticton Senior Secondary	240 F.T.E. T.O.C. days
Princess Margaret Junior Secondary	80 F.T.E. T.O.C. days
McNicoll Park Junior Secondary	80 F.T.E. T.O.C. days
Summerland Secondary	120 F.T.E. T.O.C. days

The above release time may be used for:

- a. Teacher Teaching on Call release days
- b. payment for work beyond the regular work year, and/or
- c. increased staffing for the school to provide release time for department heads.

The decision on the above allocations shall be made by a Department Heads' Committee which shall include all department heads and the administrative officer(s) of the school.

8. Department Heads will receive an annual allowance as follows:

Date	Department Head 1	Department Head 2
Effective July 1, 2019	\$ 2,250	\$ 1,350
Effective July 1, 2020	\$ 2,295	\$ 1,377
Effective July 1, 2021	\$ 2,341	\$ 1,405

9. The position of Team Leader is equivalent to a Department Head 2.
10. Teacher-In-Charge and Head Teachers will receive an annual allowance as follows:

Date	Teacher-in-charge	Head Teacher
Effective July 1, 2019	\$ 449	\$ 2,556
Effective July 1, 2020	\$ 458	\$ 2,607
Effective July 1, 2021	\$ 467	\$ 2,659

11. This article does not require the Employer to create posts of special responsibility nor to agree to split the workloads.

ARTICLE B.25 INDUSTRIAL FIRST AID CERTIFICATE

1. The Employer shall pay an allowance of one percent (1%) of PA Maximum per annum to a teacher or teachers holding a valid Industrial First Aid certificate and designated by the Employer as the first aid attendant in a school pursuant to the W.C.B. Regulations.
2. The Employer shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course by such designated teacher. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.
3. It is understood that the Employer may designate an employee other than a member of the bargaining unit.

ARTICLE B.26 PART MONTH PAYMENTS AND DEDUCTIONS

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
3. For purpose of the above clause, any prescribed day on which the employee is on authorized leave of absence with pay shall be deemed to be a day of work and deductions (if any) which are authorized by this Agreement (or statutes) in respect of such leave shall be made from the monthly salary required in that article.

4. In the event that an employee commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day of that month, the formula for that month's salary shall be calculated on a ratio of days worked over the number of working days in the month.

ARTICLE B.27 SALARY PROTECTION

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

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.

2. Porting Seniority

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

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]

- b. Seniority Verification Process

- i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

3. Teacher Teaching on Call (TTOC)

- a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

- b. For the purpose of calculating seniority credit:
 - i. Service as a TTOC shall be credited:
 - 1. one half (1/2) day for up to one half (1/2) day worked;
 - 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
 - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.
- 4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
 - 5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

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.

[Note: Article C.4 Teacher Teaching on Call Employment is effective as of September 19th, 2014.]

LOCAL PROVISIONS

3. Seniority (Definition)

- a. In this Agreement, seniority means an employee's length of continuous full-time or part-time service on the current continuing teaching contract with the school District; the length shall be calculated from the date the individual teacher's contract comes into effect. Teachers who receive a continuing contract subsequent to a previous appointment shall be granted aggregate recognition of service for the purposes of this Article.
- b. In addition to the provisions of C.2.7.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher Teaching on Call seniority accumulated pursuant to PCA Article C.2.3;
 - ii. Seniority accumulated on a temporary appointment pursuant to PCA Article C.2.4; and
 - iii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two (2) or more employees is equal pursuant to C.2.7.a and C.2.7.b, the employee with the greatest aggregate service in previous employment with the Board on a temporary or continuing basis shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more employees is equal pursuant to C.2.7.c, the employee with the greatest aggregate length of recognized service in British Columbia which has been recognized for salary purposes shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more employees is equal pursuant to C.2.7.d, the employee with the greatest aggregate length of service recognized for salary purposes shall be deemed to have the greatest seniority.
- f. When the seniority of two (2) or more employees is equal pursuant to C.2.7.e, the employee with the earliest written acceptance of employment with the Board shall be deemed to have the greatest seniority.

- g. For the purposes of this Agreement, approved leaves of absence shall count toward continuous length of service with the Board.
 - h. For the purposes of this Agreement, continuity of service shall not be broken by resignation for purposes of maternity leave followed by re-engagement within a two (2) year period.
 - i. For the purposes of this Agreement, continuity of service shall be deemed not to have been broken by termination and re-engagement pursuant to this Agreement (Article C.20.4).
4. Seniority List

The Employer shall, by October 15 of each year, forward to the Union a list of all teachers employed by the Board in order of seniority calculated according to this Agreement setting out the length of seniority as of September 1 of that year.

LOCAL ARTICLES

ARTICLE C.20 LAYOFF, RECALL, SEVERANCE

1. Where the Board considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Board, it shall be done in accordance with the provisions of this Agreement. Nothing in this Agreement is intended to interfere with the Board's authority regarding suspension, dismissal or termination of teaching personnel pursuant to section 15 of the School Act.
 - a. Principle of Security
 - i. The Board and the Union recognize that increased length of professional employment with the Board entitles teachers who possess the necessary qualifications to increased security of teaching employment.
2. Procedures for Reducing Staff
 - a. When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff 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 Agreement at least 30 working days' notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination. The Board shall concurrently forward a copy of such notice to the Union.
 - c. The terms "seniority" and "necessary qualifications" shall be interpreted as defined in C.2.7 and E.21.7 respectively.

3. Teachers' Right of Re-Engagement;

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Article, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have right of re-engagement pursuant to this section.
 - i. If the position accepted is a temporary one, the teacher shall retain the right to re-engagement in a continuing appointment, for which the teacher is qualified, in accordance with this Agreement.
- b. A teacher who is offered re-engagement pursuant to Article C.20.4.a shall inform the Board whether or not the offer is accepted within 48 hours of receipt of such offer.
- c. The Board shall allow two (2) weeks from acceptance of an offer under Article C.20.4.b for the teacher to commence teaching duties; the Board and the teacher may mutually agree to extend this time limit. The Board may employ a temporary or Teacher Teaching on Call for the position until the teacher accepting the position is available.
- d. A teacher's right to re-engagement under this section is lost if:
 - i. the teacher elects to receive severance pay under Article C.20.7;
 - ii. the teacher refuses to accept two (2) positions for which the teacher possesses the necessary qualifications, equal to or better than the previous percentage of full-time equivalent position held by the teacher;
 - iii. two (2) years elapse from the date of termination under this Article and the teacher has not been re-engaged;
 - iv. the teacher accepts continuing employment with another district;
 - v. the teacher notifies in writing that they are no longer available;
 - vi. the teacher fails to respond to a notice of re-engagement within ten days of the date the notice is mailed by a registered letter.

4. Sick Leave

A teacher recalled pursuant to this Agreement shall be entitled to all sick leave credit accumulated at the date of layoff.

5. Benefits

A teacher who retains right of re-engagement pursuant to Article C.20.4 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreement by payment of the full costs of such benefits to the Board.

6. 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, may elect to receive severance pay up to two (2) years following date of termination.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one (1) year's salary for each completed year of continuous service to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- c. A teacher who receives severance pay pursuant to this Agreement and who, notwithstanding Article C.20.4, is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of Article C.20.7.b, the calculation of years of service shall commence with the date of such rehiring.

ARTICLE C.21 DISMISSAL AND DISCIPLINE FOR MISCONDUCT

1. The Board shall not dismiss, suspend or discipline any teacher bound by this Agreement except for just and reasonable cause.
2. Where a teacher is under investigation by the Employer for alleged cause, the teacher and the Union shall be notified of the fact immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. Such notice shall be in writing and shall contain a statement as to the known particulars of the allegation(s). In any event the teacher and the Union shall be notified at the earliest reasonable time and before any action is taken by the Board, and the teacher shall be advised of the right to be accompanied by a representative of the Union at any meeting in connection with such investigation.
3. The Board shall not suspend (other than a suspension to which Section 15(4) and 15(5) of the School Act applies) or dismiss any teacher bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:
 - a. the teacher and the Union shall be given 72 hours notice of the meeting;
 - b. at the time such notice is given, the teacher and the Union shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting;
 - c. the Union, on behalf of the teacher may file a written reply to the allegation prior to the meeting;
 - d. at such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Union and they shall be entitled to hear and to respond to all the evidence presented to the Board, to receive copies of all

documents placed before the Board, and to ask questions of clarification, procedure, and/or information.

- e. the decision of the Board shall be communicated in writing to the teacher and the Union and shall contain specific reasons for the decision.
4. The parties acknowledge that it is desirable to avoid damage being caused to a teacher's reputation by premature release of information regarding a matter which is or may be the subject of discipline or dismissal of the teacher, and therefore agree as follows:
- a. Neither party shall release to the media or the public information in respect of the suspension or dismissal of a teacher except as agreed by the parties or by joint release agreed upon by the parties, before an arbitration Board constituted to hear a grievance or the discipline or dismissal has issued its final award.
 - b. The foregoing shall not be construed as preventing the Board from disclosing the fact that discipline, suspension or dismissal of a teacher has occurred. The Union shall be notified of such disclosures.
5. Notwithstanding Section A.6.0 (Grievance Procedure) where a teacher has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that article.
6. Discipline, suspension or dismissal shall not be set aside by an arbitrator on the basis of a technical irregularity or an error in procedure.
7. Where a teacher is suspended under Section 15(5) of the School Act, the Board shall, prior to taking further action under Section 15(7) of the School Act, hold a meeting in accordance with the procedures outlined herein, unless the right to this meeting is waived in writing by the Union or the teacher.
8. Prior to a teacher being suspended under Section 15(4) of the School Act, the Board will hold a meeting in accordance with the procedures outlined herein, unless the right of this meeting is waived in writing by the Union or the teacher.

ARTICLE C.22 PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE

1. The Board shall not dismiss a teacher pursuant to this Article except where the Board has received three (3) reports indicating that the work of the teacher and the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports shall be prepared in accordance with the process established in Section E.26 (Evaluation of Teachers) of this Agreement, and in accordance with the following conditions:
- a. the reports shall have been issued in a period of not less than 12 or more than 24 months, not including any leave of absence granted under this Agreement;
 - b. the three (3) reports shall be written only by the Assistant Superintendent, designated District Administrative Officers or the supervising principal of the

teacher. At least one of the reports shall be a report of the Superintendent of Schools or the Director of Instruction.

- c. the reports shall be written independently of each other.
 - d. the reports shall be written by three different evaluators unless the teacher requests that a second report be written by the same evaluator as the first report.
3. Where a teacher receives their first or second less than satisfactory report, the teacher may:
- a. request a transfer to a position which they feel will provide an optimum opportunity to show improvement, and such a request shall not be unreasonably denied; or
 - b. request and shall be granted leave of absence without pay on one occasion for up to one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months after the teacher has returned to teaching duties. The period of leave shall not count for purposes of Article C.22.2.a above.
4. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching performance, it shall notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board of Education or the Superintendent and a committee of the Board of Education within fourteen (14) days of such notice.
5. Notwithstanding article A.6.0 (Grievance Procedure), where a teacher has been dismissed pursuant to Section 15 (3) of the School Act, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration as provided for in that Article.

ARTICLE C.23 PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS

1. Full-time to part-time appointments
- a. A teacher with a continuing full-time appointment to the teaching staff of the District may without prejudice to their appointment request a part-time assignment in their position for a period of one year. The Employer shall not unreasonably refuse such a request.
 - b. At the end of the specified period, the teacher may request a continuation of that part-time assignment for no more than one additional year, which may be granted at the Superintendent's discretion.

- c. At the end of the period of the part-time appointment, a teacher will have the option of:
 - i. reverting to their full-time continuing appointment or;
 - ii. having their continuing appointment adjusted to reflect the part-time assignment, or;
 - iii. in the case of continuing teachers in a job sharing situation, requesting on an annual basis an extension of the part-time assignment, but such decision(s) must have the approval of the Employer. Upon termination of the job sharing situation, the teachers shall revert to their former appointments.
2. Part-time to full-time appointments
- a. A teacher with a continuing part-time appointment may without prejudice to that appointment request that it be increased in hours to a maximum full-time appointment for a specified period of time.
 - b. Teachers on part-time appointments may request a full-time continuing appointment, and shall have rights to such appointment as are contained in this Agreement.

ARTICLE C.24 TEMPORARY TEACHERS' EMPLOYMENT RIGHTS

- 1. The Employer shall appoint teachers on temporary contracts only in accordance with this Agreement.
- 2. A position which temporarily exists for more than two (2) consecutive years shall be deemed to be a continuing position.
- 3. Effective September 1, 1991, certified teachers on temporary appointment who have not received a less than satisfactory report shall receive a continuing contract upon meeting one of the following conditions:
 - a. Completion of twelve (12) consecutive teaching months. It is understood that an interruption in employment of ten (10) working days or less shall be deemed not to have broken the continuous nature of the consecutive teaching months, or
 - b. Reappointment to the teaching staff of the District and previous completion of ten (10) F.T.E. months of aggregate service within the last four (4) years. At least one of the assignments included in the aggregate total must have been four (4) continuous teaching months in duration.

Temporary contracts granted in accordance with C.25.9 shall count towards the calculation of teaching service in this article. However, a temporary contract granted under C.25.9 shall not entitle a teacher to conversion to a continuing contract.

4. Notwithstanding C.24.3 above, certified teachers on temporary contracts, who are replacing continuing contract teachers on Maternity Leave (Article G.35) only will be granted a continuing contract upon reappointment after completion of two (2) years of service.
5. The Board agrees to provide to the Union, no later than October 15 and February 15 in any school year, a list of teachers hired on temporary contracts including each teacher's aggregate length of service and a list of positions the employer considers temporarily existing or temporarily vacant.
6. If no position for which the teacher has the necessary qualification is available at the granting of the continuing contract in accordance with C.24.3 or C.24.4 the teacher shall be placed on the recall list for re-engagement according to Article C.20.4.

ARTICLE C.25 TEACHER TEACHING ON CALL EMPLOYMENT RIGHTS

1. When classroom coverage is necessary for a teacher with instructional duties who is absent from school, a Teacher Teaching on Call (TTOC) shall be employed.
2. In emergency situations, where time is critical, a teacher may be required to perform the duties of a teacher who is absent or to supervise their students.
3. TTOCs shall be called for day-to-day services from a list maintained by the Employer.
4. This list shall identify:
 - a. certified TTOCs
 - b. non-certified teachers' replacements

TTOCs with the appropriate qualifications and experience shall be called in the order stated above.
5. The TTOC list shall be established annually. TTOCs on the list as of June 30th will be surveyed as to their desire to remain on the list for the coming school year. New TTOCs will be added throughout the year with the approval of the Superintendent of Schools or designate. TTOCs shall not be removed from the TTOC list by the Employer save for just and reasonable cause.
6. The Employer shall forward to the Union a copy of the TTOC list as it is updated.
7. A TTOC shall only be required to perform the tuition, instructional and supervisory duties of the teacher the TTOC has been called to replace. Where no duties have been assigned for a portion of the day, other duties may be assigned by the Administrative Officer.

8. When a teacher's absence is known at the outset to extend beyond twenty (20) days, the fact that a temporary position is available will be made known to all TTOCs such that those interested in filling the position have the opportunity to apply and to be considered.
9. When an absence covered by a TTOC through unforeseen circumstances extends to twenty (20) or more days, then a temporary contract shall be granted retroactively to the commencement of the assignment. However, a temporary contract granted under C.25.9 shall not entitle a teacher to conversion to a continuing contract under C.24.3.
10. Evaluation of TTOCs:
 - a. Certified TTOCs will be evaluated upon completion of 20 working days in the same assignment. Other certified TTOCs may request an evaluation.
 - b. The evaluation of TTOCs shall be conducted within the general framework of the District evaluation criteria.
 - c. TTOCs who have successfully completed the evaluation process shall be given priority consideration for assignments for which they are qualified.
 - d. TTOCs will be removed from the TTOC list by the Superintendent of Schools or designate if standards of work performance and employment record are found to be less than satisfactory, and the TTOC shall be so informed.
11. TTOCs will be paid five (5) working days following the 15th day of the month and 5 working days following the last day of the month. The five working days will be working days at the School Board Office.

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. Maximum sizes for regularly scheduled classes shall be:

Present designations:

Kindergarten/Grade 1 class	15 students
Primary (Grade 3,4) Split class	23 students
Intermediate (4,5,6,7) Split Classes	26 students
Secondary English Class	28 students
Science	28 students
Home Economics.	24 Students
Tech.Ed. Lab (I.E. Lab)	22 students
Special Ed. (High Incidence, Low Cost)	15 students
Special Ed. (Low Incidence, High Cost)	10 students
Any other class (4-12)	30 students

2. Maximums shall be in force after September 30 each year.
3. The guidelines can be exceeded by one (1) student for split classes and two (2) students for other classes. The guidelines can be exceeded by one (1) student for split classes, and intermediate classes (grades 4 - 7) and by two (2) students for other classes.
4. The number of students in a laboratory, shop, or other specialized classroom shall not normally exceed the number for which the facilities were designed.
5. The teacher who feels that the needs of a particular child in his/her class are so demanding/disruptive that they are detrimental to the learning conditions of that class,

may refer the matter to the Administrative Officer of the school who shall confer with a school-based team consisting of:

- a. the teacher;
- b. the learning assistance teacher;
- c. the school counsellor (if involved); and
- d. other involved teachers, which may include the school staff representative.

This group shall collectively make all efforts to arrive at a creative solution at the school level.

6. If no solution is arrived at, or if a solution is attempted but the problem persists, then the matter on the request of the school-based team shall, as soon as reasonably possible, be referred to a District Special Needs Review Committee.

The District Special Needs Review Committee is to be comprised of

- a. the teacher of the special needs;
 - b. child support staff (counselor, LAT, LD Teacher);
 - c. the school Administrative Officer; and
 - d. the District Principal of Student Services (or designate).
7. The recommendations of the District Special Needs Review Committee shall be forwarded to the Superintendent of Schools, School District #67, who shall inform the committee regarding the actions taken in response to the recommendation.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. For the purposes of this Agreement, students with special educational needs are those identified by the District Principal of Student Services after consultation with the School Based Team, and such resource people as may be required by the District Principal of Student Services in order to assess accurately the student's educational needs and requirements.
 - a. Should the District Principal of Student Services decide that a student who has been identified by the School Based Team, does not qualify for additional resources, a full written explanation will be provided to the School Based Team. The School Based Team will have the right to have this decision reviewed by the Board.
2. The Board and the Union agree that the placement of a student with special educational needs into a heterogeneous class of students on an ongoing basis shall be preceded by consultation with the teacher(s) and other persons who will be involved.

3. In making any decision on the placement of a student to be integrated, the factors to be taken into account in this process of consultation will include: the student's medical, physical and educational needs, the proposed program for the student, adjustments of class sizes, and the professional opinion of the teacher or teachers who may be affected.
4. The Board shall provide additional resources which it considers necessary for the integration of the student. These necessary resources shall be determined after consultation among those persons described in D.2.3, and shall include aide time.
 - a. In advance of placement, teachers of integrated students shall, as determined by the District Principal of Student Services, be given release time from the instructional day to determine the needs of such students, to receive related training, and to consult with other staff and resource persons, and where appropriate teacher assistants and/or personal attendants regarding such students. The scheduling of such release time is to be subject to the approval of the Principal.
 - b. Teachers shall not be expected to take such training during the months of July and August. Where, at the request of the Board, a teacher agrees to take, and completes such training approved by the District Principal of Student Services, the Board, after consultation with the teacher shall either pay him/her at a rate of one-two hundredth (1/200) of the current annual salary of the teacher or give the teacher paid time off during the school year in lieu of such pay. Such consultation shall take place before the teacher agrees to take the course. The teacher shall be reimbursed for reasonable expenses incurred.
 - c. Compensation by pay or time off under D.2.4.b for partial days worked shall be a minimum of one-half (1/2) day.
5. Appropriately trained persons shall be responsible to administer medication, to perform medical procedures, or to attend to physical needs. The School Board shall establish a system for the administration of medication and medical procedures.
6. Clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of handicapped children.
7. Board approved intercommunication devices shall be provided in rooms where emergency aid may be required.
8. The Board will defend, save harmless and indemnify any Union member from any demands, claims, suits, actions or other proceedings which may be brought against the Union member and which arise from the performance of the Union member's duties and responsibilities or while participating in extracurricular activities and for any costs, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith, provided that this covenant does not apply in respect of any criminal acts committed by the Union member or in respect of any civil negligence on the part of the Union member occurring outside the course and scope of the Union member's appointment.

9. The Board shall provide the opportunity for those Teachers Teaching on Call (TTOCs) interested in receiving training which would enable them to serve in classrooms with special needs students, including Resource Rooms. This training will be offered prior to September 30 of the current school year and shall be done on the TTOC's own time.
10. Where a student with special educational needs has been placed in a class or classes, there shall be release time for ongoing evaluation of the placement with the teacher(s) involved, including the collaborative preparation of IEPs.
11. The placement in an established school of a resource room or special program shall occur only after consultation among District Staff, administrator(s), teachers and parents concerned.
 - a. This consultation shall begin as early as possible and preferably no later than five (5) months prior to placement.
 - b. Consideration shall be given to staffing, aide and clerical time allotments, equipment/furniture monies, and administrative assistance time.
12. To ensure that all students receive adequate attention, receive adequate attention, no more than two (2) students with special educational needs shall normally be integrated at the same time into any one (1) regular classroom.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:609 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:341 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:58.1 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4 PREPARATION TIME

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

[See Article D.21 Hours of Work for additional preparation time provisions]

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 Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

[See Articles B.24.1, B.24.9, D.21.7 and D.23.4 for local middle school provisions.]

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.

7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

LOCAL ARTICLES

ARTICLE D.20 INTENTIONALLY LEFT BLANK

ARTICLE D.21 HOURS OF WORK

1. A teacher's weekly instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons and shall include preparation time, time assigned to supervise curricular activities, class changes and recess, study periods and morning break.
2. There shall be no increase in the weekly instructional assignment of a full-time teacher during the term of this Agreement.
3. Each full time elementary teacher's weekly instructional hours, exclusive of noon intermission, shall not exceed twenty-five (25) hours.
4. A full-time elementary teacher's weekly instructional assignment shall include 110 minutes per five-day week of non-instructional (preparation) time; divided into two (2) periods of fifty-five (55) minutes each within each week.
5. Each full time secondary teacher's weekly instructional hours, exclusive of regular noon intermissions, shall not exceed twenty-seven and one-half (27 1/2) hours.
6. Full-time secondary teachers shall be entitled to preparation time to the minimum of twelve and one-half percent (12 1/2%) of their total timetable cycle.

7. Each full-time middle school teacher shall be entitled to one preparation period of forty-eight (48) minutes per time table cycle. Part time teachers shall receive preparation time prorated according to their teaching schedule.
8. In the event of a significant change in the present provisions of the School Act governing hours of instruction, and upon the request of either party, the Board and the Union shall meet and review this Article.
9. Part-time teachers shall receive preparation time pro-rated according to their teaching assignment.
10. When scheduling makes preparation time impractical for part-time teachers, their appointment shall be increased on a pro-rated basis to the equivalent of the preparation time.

ARTICLE D.22 REGULAR WORK YEAR FOR TEACHERS

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teacher's regular work year which shall not exceed one hundred ninety-five (195) days in session per school year. All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas break and Spring break.
 - a. In school years when Labour Day occurs on the seventh (7th) of September and only in those years, the school year may, by agreement, commence in the first week of September or be extended into the last week of June.
2. The regular work year for the teacher shall include:
 - a. five (5) non-instructional days for professional development as follows:
 - i. two (2) District days;
 - ii. three (3) school based days.
3. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday, then school shall reopen Tuesday, January 3.
4. The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.
5. The last day of the school year will continue to be a day made available for necessary year-end administration. All students will be deemed to be in attendance on that day.
6. The Employer will make every reasonable effort to provide the equivalent of one day in session for parent/teacher interviews during the school year. All students will be deemed to be in attendance on that day.

7. Any work performed by employees covered by this Agreement beyond the teacher's regular work year shall be voluntary.
8. Where, at the request of the Superintendent or designate, a teacher agrees to work outside of the teacher's regular work year, the Superintendent or designate shall give the teacher paid time off during the school year at a mutually agreeable time, or failing such agreement, shall pay the teacher pro rata based on the teacher's annual salary.
9. Work Beyond The School Year - Expenses

If the work requested requires that the employee travel more than 20 km from their normal work site, they shall be reimbursed for actual expenses related to traveling costs, accommodation, meals and other expenses incurred to a maximum of the B.C.S.T.A. rates, upon submission of an expense voucher.

ARTICLE D.23 DURATION OF SCHOOL DAY

1. In an elementary school the duration of the school day shall not exceed six (6) hours inclusive of:
 - a. instructional time not to exceed five (5) hours of instructional time which shall be inclusive of fifteen (15) minutes of recess;
 - b. a regular lunch intermission.
2. In a secondary school the duration of the school day shall not exceed six (6) hours and thirty (30) minutes inclusive of:
 - a. five (5) hours and thirty (30) minutes of instructional time which shall be inclusive of time allotted for homeroom, students to change classes, breaks;
 - b. a regular lunch intermission.
3. Where practicable, part-time assignments in secondary schools shall be scheduled in consecutive teaching blocks.
4. Middle Schools shall be considered "secondary schools" with the following conditions:
 - a. the duration of the school day will not exceed 6 hours and 5 minutes inclusive of:
 - i. five hours and 20 minutes of instructional time which shall be inclusive of time allotted for homeroom, students to change classes, breaks; and
 - ii. a regular lunch intermission.

ARTICLE D.24 SUPERVISION DUTIES (NOON HOUR SUPERVISION)

1. Teachers shall not be required to perform noon-hour supervision.

2. Other supervision duties shall not be increased.

ARTICLE D.25 EXTRA-CURRICULAR ACTIVITIES

1. In this Agreement, extra-curricular activities include all those that are beyond the provincially prescribed and locally determined curricula of the District.
2. While the Union and the Employer agree that extra-curricular activities are an important aspect of school life, it is recognized that teachers participate in extra-curricular activities on a voluntary basis.
3. Involvement or non-involvement in extra-curricular activities shall not form any part of a position vacancy posting or the evaluation of a teacher.
4. While voluntarily involved in Board or Administrative Officer approved extra curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.

ARTICLE D.26 STAFF MEETINGS

1. The principal shall give seven (7) days' notice of regular staff meetings.
2. All staff members shall have the right to place items on the agenda of regular staff meetings. An agenda of items shall be given to teachers two (2) days prior to any regular staff meeting.
3. Written minutes of staff meetings shall be kept and circulated to all staff members.
4. Staff meetings shall be held only on prescribed school days as defined in this Agreement.
5. Except by agreement with the staff, meetings shall not be scheduled to commence more than one-half(1/2) hour prior to the beginning of classes nor to conclude later than two (2) hours after the dismissal of students.
6. There shall be a maximum of one (1) regular staff meeting per month.
7. Voluntary meetings can be held outside of the instructional day.

ARTICLE D.27 HEALTH AND SAFETY

1. The Employer agrees to maintain a safe, hygienic, and healthy environment in the work place.
2. Classes should be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, and safe pursuant to WorkSafeBC regulations, and conducive to effective learning as determined by the school's Administrative Officer.

3. The Health and Safety Committee shall be maintained by the Employer as required by WorkSafe BC regulations. Minutes of these meetings shall be forwarded to the Local by the worker representative co-chair of the committee.
4. A teacher shall not be disciplined or penalized for refusal to work in conditions that they reasonably believe are unsafe or where health is at risk.
5. Teachers have a duty to render assistance in an emergency but shall not be called on to administer medication to students on a regular predictable basis.

In exceptional circumstances where it is essential that students receive medication and there is no responsible person in the school other than the teacher who can administer the medication, the matter will be discussed and resolved in advance with the Union.

6. An adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for teachers required to deal with students' blood or other body fluids.
7. The examination of students for communicable diseases or infestations shall not be the responsibility of any teacher.
8. The Board shall develop an emergency preparedness and emergency education plan.

ARTICLE D.28 OSTU INVOLVEMENT IN DISTRICT BUDGET PROCESS

1. Each year during the preparation of the annual budget, the Union may present its views on budget matters to the Board of Education or a committee of the Board of Education.

ARTICLE D.29 BEGINNING TEACHERS

1. A beginning teacher is defined as a teacher who is teaching in their first ten (10) months since the attainment of their initial teaching certificate.
2. Wherever possible, special consideration shall be given to the assignments of beginning teachers.
3. A school based mentoring program shall be developed that is voluntary for both the teacher-mentor and the beginning teacher.

ARTICLE D.30 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

1. When new school construction or major school renovations are planned in a school district, the Board shall include a representative(s) of the Teacher's Union in the planning process.

ARTICLE D.31 HOME EDUCATION

1. Educational services that may be required for home education students, as defined in School Act Division 4 (12 & 13), regulation Section 3, shall normally be provided by members of the bargaining unit, but may be carried out by an Administrative Officer.
2. A teacher assigned responsibility for provision of educational services to a home schooled student shall normally be a teacher with District educational support responsibilities.
3. A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable assignment time to enable them to provide such services.
4. In the event a home education student is assigned to a classroom teacher on a regularly scheduled basis, then it will be recognized in the allotment of that teacher's assignment and workload.

ARTICLE D.32 KINDERGARTEN

1. To facilitate the entry of Kindergarten students, there shall be one-half (1/2) day release time for four (4) to seven (7) students, plus one-half (1/2) day for each additional four (4) students or portion thereof. This time is to be used for parent-teacher-child interviews and preparation.
2. Teachers of the Kindergarten program shall be entitled to implement a gradual entry program during the first two weeks.

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 humiliates 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 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 APPOINTMENT TO THE TEACHING STAFF OF THE DISTRICT

1. All teachers appointed by the Board to the teaching staff of the District shall be appointed to a continuing contract of employment in accordance with this Agreement, except for:
 - a. Temporary contract appointments:
 - i. to replace, for a period not exceeding one school year, any position temporarily vacated due to the leave of absence of a continuing contract teacher, or
 - ii. to fill, for a period not exceeding the remainder of the regular work year, any position which has become vacant during the regular work year, due to the death, resignation, termination of the teacher or the vacancies caused by article E.21.6,
 - a. In the event a teacher on a continuing contract elects to fill a temporary position, that teacher's position may be filled on temporary appointment basis, or
 - b. to fill, for a period not exceeding the remainder of the regular work year, positions temporarily existing to meet the temporary needs of the District, due to enrollment bulges, specially funded project appointments or the vacancies caused by article C.23.1.c.iii (Part-time Employees Employment Rights), or
 - c. to a certified Teacher Teaching on Call (TTOC), retroactively upon completion of a total of twenty (20) days or more in one assignment in accordance with Article C.25 (Teacher Teaching on Call Employment Rights) of this Agreement.
 - iii. TTOC appointments made in accordance with the provisions of this Agreement.

ARTICLE E.21 POSTING AND FILLING VACANT POSITIONS

1. In this article "vacancy" means an existing or newly created teaching position to which a continuing teacher is not appointed. All teachers in the District are eligible to apply for all vacancies.
2. All vacancies to take effect at the start of a school year and identified prior to June 30 shall be posted as soon as reasonably possible on the District website and a copy sent to the OSTU Office. Vacancies of thirty (30) teaching days or greater identified after the start of a school year will also be posted and distributed as above.
3. Positions becoming vacant in July or August shall be posted on the District website with a copy to the OSTU.

4. All postings shall include the nature and location of the assignment position.
5. The filling of position vacancies shall proceed in the following order of priority:
 - a. Reassignment of continuing staff within the school including teachers with employment rights returning to the school from leave of absence, and teachers returning to the District from leaves of absence as specified in Articles A.20 and G.35. In the event that more than one teacher expresses a preference for a vacancy, the teacher with the greatest length of service shall have preference provided that, that teacher has the necessary qualifications.
 - b. Continuing teachers returning to the District from leave of absence, continuing teachers requesting a transfer or being transferred by the District. In the event that more than one teacher expresses a preference for a vacancy, the teacher with the greatest length of service shall have preference provided that, that teacher has the necessary qualifications.
 - c. Teachers entitled to recall as per the Seniority, Lay-off, Recall, Severance Article of this Agreement.
 - d. Part-time continuing teachers requesting an increase in teaching assignment.
 - e. Temporary teachers.
 - f. Teachers Teaching on Call and other applicants.
6. If a posted position requires filling during the school year and the successful applicant is a teacher currently employed by the Board in another full-time assignment, or in a part-time assignment which may conflict with the scheduled assignment of the position to be filled, the position will be filled according to the following:
 - a. The successful applicant shall fill the position immediately or at the conclusion of the next natural break in the school year or at the beginning of the next school year by mutual agreement between the successful applicant and the Board;
 - b. If the successful applicant is to fill the position at the beginning of the next school year then the position shall be re-posted and filled on an interim basis as a temporary appointment for the intervening period. If the intervening period is less than three (3) months, the position may be filled without re-posting. For the purpose of this Article, 'next natural break' means the Christmas break, spring break or term or semester change.
7. The teacher appointed to a position shall be the teacher who has the necessary qualifications for that position.

Qualifications for a position will be defined in the posting for the vacancy.

For purposes of this Agreement, "necessary qualifications" in respect of a teaching position means:

- a. teacher certification, and
- b. a reasonable expectation by the Superintendent that the teacher will be able to perform the duties of the position, and either
 - i. a university teaching major or its equivalent which is directly related to the position in question, or
 - ii. successful teaching experience in a similar and equivalent position during the past five (5) years.

In circumstances where there is no qualified applicant and the position requires specialized training or specific certification, the Superintendent may require a written commitment that a teacher undertake additional training to meet those qualifications. Unless the employer and union agree to an alternate timeline for completion, the teacher shall have 2 years to complete this requirement.

- 8. The parties agree that the selection and assignment of teachers is the responsibility of the Board, subject to the provisions of this Agreement.

ARTICLE E.22 OFFER OF APPOINTMENT TO THE DISTRICT

- 1. A verbal offer of appointment to the District and the terms of such offer of appointment shall be made by the Superintendent or their designate directly to the person.
- 2. The Board shall confirm an offer of appointment to the District, in writing, within 48 hours.
- 3. An offer of appointment to the District shall be deemed to have been accepted when the written acceptance has been hand delivered or sent to the Board within 48 hours of the written offer.
- 4. An offer of appointment to the District shall be deemed to have been rejected when a teacher has declined the offer or failed to respond as per E.22.3.

ARTICLE E.23 EMPLOYER INITIATED TRANSFERS

- 1. Transfers shall not be initiated by the Employer for arbitrary or capricious reasons.
- 2. When a transfer is to be initiated for reasons of declining enrollment, the transfer shall be effected in reverse order of District seniority of teachers in that school, unless a more senior teacher agrees to be transferred, provided that the teachers retained on the active teaching staff of the school possess the necessary qualifications for the positions available.
- 3. An Employer official intending to recommend a transfer of a teacher shall meet with and inform the teacher of the nature of the proposed transfer and the reasons for it, at least fourteen (14) days prior to the recommendation being placed before the Board. The teacher shall have the right to be accompanied by a member of the Union.

4. The teacher shall have the opportunity to consider the matter and reply within seven (7) days and may request a meeting with the Superintendent or designate to discuss the matter.

At or subsequent to such a meeting, the Employer and the teacher shall consult and determine the in-service required, if any, to adequately prepare for the proposed transfer. The teacher shall have the right to be accompanied by a member of the Union.

5. Transfers initiated by the Employer shall be completed no later than May 15 in a school year for the next school year, except in exceptional circumstances.
6. Transfers initiated by the Employer during the school year as a consequence of changes in student enrollment shall not be subject to the time limits contained in Articles E.23.3 and E.23.4 above.
7. If other circumstances not reasonably known to the Employer necessitate transfers during the school year, the Employer and the Union will discuss the time limits governing such transfers.
8. Where the Employer initiates a transfer and where the assignment is different than the current assignment, the Employer shall provide teacher support and in-service.
9. Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
10. A teacher who is transferred for reasons of projected enrollment decline shall have the option to return forthwith, to the position from which they were transferred, in the event that the projected decline did not actually materialize by the end of the second week of the start of the school year. After receiving the offer the teacher shall have forty eight (48) hours to exercise the option to return or they shall forfeit the right to return.

ARTICLE E.24 TEACHER INITIATED TRANSFERS

1. The Union and the Employer endorse the concept that voluntary transfers are one method by which teachers experience professional growth.
2. Teachers may apply for transfer to any vacant position advertised in a position vacancy notice at the time it is posted.
3. The filling of vacancies pursuant to this article shall proceed in accordance with Section E.21 of this Agreement.
4. As many transfers as possible shall be finalized prior to June 15 of the school year.
5. If the request for transfer is fulfilled, the teacher shall be notified in writing as soon as possible.

6. Intra-District Exchange:

In addition to the above, continuing contract teachers mutually agreeing to exchange positions for one school year shall apply to the Superintendent by April 30. Such exchanges shall be subject to the approval of the Superintendent or designate. The decision on Intra-District Exchanges (E.24.7) shall be made by May 31 of each year. Such exchanges (E.24.7) shall be for one year unless extended by mutual agreement of the teachers involved and the Superintendent. Where mutual agreement is not reached, the teachers shall revert to their former positions. Applications for extension must be received by March 31.

ARTICLE E.25 TEACHING ASSIGNMENTS

1. Timetabling and preparing teacher assignments shall be based on: the number of course preparations and subject areas involved; staff qualifications, training and experience; teacher preferences; the number of classroom locations; and the balance among staff assignments. The teaching staff shall be consulted concerning timetable constraints and scheduling options prior to assignments being finalized. Wherever possible, special consideration shall be given to the assignments of beginning teachers.
2. The Staff Committee may make recommendations regarding timetabling and teacher assignments.
3. A staff meeting shall be held prior to May 30 for the purpose of discussing the proposed timetable and staff assignments for the following school year.
4. If a change in assignment is made, the teacher will be notified as soon as it is known.
5. A teacher who objects to the assignment in the school may request a meeting with the Superintendent or designate, and/or Administrative Officer to discuss the assignment. The teacher may be accompanied by a member of the OSTU.

ARTICLE E.26 EVALUATION OF TEACHERS

1. All reports on the work of a teacher shall be in writing.
2. At least two (2) weeks before commencing the evaluation process, the evaluator shall meet with the teacher and discuss the purposes of the evaluation, the approximate time span, the schedule of observations, and clarify and review the criteria to be used.
3. The criteria to be used are attached to and form part of this Collective Agreement. (See Appendix G).
4. Not less than three (3) nor more than six (6) formal classroom observations which reflect the teacher's assignment shall be conducted in completing the reporting process. Observations outside of these limits are subject to the approval of the Union.
5. Periods chosen for observation shall reflect the teacher's assignment and the teacher shall have the opportunity to select two (2) of the observation times.

6. Following each formal observation, the evaluator shall discuss with the teacher their observations and impressions. Such observations and impressions shall further be provided to the teacher in the form of a written anecdotal statement within five (5) working days of the observation.
7. Reports shall be prepared by the Superintendent, Assistant Superintendent or Administrative Officers.
8. The content of a teaching report shall be a specific, objective description of the work of a teacher and the learning situation in the teacher's class, based on the criteria attached to this Agreement. The content of a Teacher Evaluation Report shall be based on the personal observations on the work of the teacher and the learning situation in the teacher's class by the evaluator. In the evaluation of teachers in specialized assignments the evaluator may consult with a resource person as permitted by Section 20(3) of the School Act.
9. The report shall reflect those aspects of the teaching and learning situation which can reasonably be expected to be within the teacher's responsibility and control.
10. The teacher shall be given a draft copy of a report at least 72 hours prior to preparation of the final copy. They shall have the opportunity of meeting with the evaluator in the company of another member of the Union to discuss, and if appropriate, propose changes to the draft.
11. Any written report that is satisfactory and that identifies weaknesses shall include constructive suggestions for improvements. The teacher shall be jointly involved in the development of any necessary plan of assistance.
12. In each case of a less than satisfactory report, except in the case of a final less than satisfactory report, the District, in consultation with the teacher, shall develop a plan of assistance. The teacher has the right to be accompanied by a member of the Union. The plan of assistance shall be substantially completed before another report is completed.
13. The final report shall be filed in the teacher's personnel file at the School Board office. A copy shall be given to the teacher at the time of filing.
14. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
15. The report will include the teacher's main area of assignment and shall comment on all instructional areas observed. Should the report not cover all areas of the assignment and/or there is a discrepancy between the teacher's assignment and their expertise or professional training, such will be noted in the report should the teacher so request.
16. Involvement or non-involvement in extra curricular activities, participation in OSTU, or BCTF activities or matters not directly related to teaching duties are outside the scope of evaluating and reporting.

ARTICLE E.27 NO DISCRIMINATION

1. The parties subscribe to the provisions and principles of the Human Rights Code of British Columbia, and, without limiting the generality of the foregoing, agree that there shall be no discrimination against any teacher for reasons unrelated to the proper performance of their teaching duties and responsibilities, or because they are participating in the activities of the Union, carrying out duties as a representative of the Union, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.
2. The Board will not condone or tolerate any written or verbal expression of sexism or racism.

ARTICLE E.28 PERSONNEL FILES

1. There shall be only one personnel file for each teacher, maintained at the District office. Any file relating to a teacher kept at a school shall be forwarded to the District office when the teacher leaves that school.
2. After receiving a written request from a teacher, the Superintendent or designate, in respect of the District file, or the principal or designate of the school, in respect of any school file, shall, as soon as practicable, grant access to that teacher's file.
3. An appropriate employer official shall be present when a teacher reviews their file, and the teacher may be accompanied by an individual of their choosing.
4. The employer agrees that only factual material and materials relevant to the employment of the teacher shall be maintained in personnel files.
5. Upon written request, material critical of the employee (other than evaluation reports) or in the nature of a reprimand may be removed. If not removed, a teacher may attach a statement to the material indicating the nature of the disagreement with the non-removal. Factual errors or omissions shall be corrected upon receipt of a teacher's written request. The file shall not contain unsigned letters of complaint.
6. Upon the teacher's request, material critical of the teacher, other than material relating to danger or harm to pupils, and formal evaluations, shall be removed from the teacher's file after the expiration of two (2) years, provided that no further material of that nature has been subsequently filed.
7. Information relating to a teacher kept at a school by an administrative officer shall be subject to the guidelines above. In this case the administrative officer shall act as the Superintendent's designate. When the teacher or incumbent administrative officer resigns, transfers or retires, the information in the file will be retained, amalgamated with the District office file, or destroyed.

ARTICLE E.29 SCHOOL ACT APPEALS

1. The Union and the Board recognize that from time to time disagreements may arise between teachers and parents/guardians and/or students. The Union and the Board also recognizes that these disagreements are usually best handled at the teacher/parent/guardian and/or teacher/student level.
2. The Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first informed or discussed the decision with the teacher(s) who made the decision.
3. Where a student and/or parents/guardian files an appeal under the School Act (Section 11) and/or Board By-Law of a decision of a teacher covered by this Agreement:
 - a. the teacher and the Union shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
 - b. the teacher shall be entitled to attend any meeting with the Board or its representatives in connection with the appeal where the appellant is present and shall have the right to representation by the Union;
 - c. The teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
4. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the teacher of any right, benefit or process otherwise provided by law.

ARTICLE E.30 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and
 - a. an investigation by the Board has concluded that the accusation is false, or
 - b. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false;
2. The teacher shall be entitled to the following assistance from the Board, which shall be for the purpose of expediting the return to their full time teaching duties;
 - a. to provide the Teacher and the Teacher's family all reasonable specialist counselling and/or medical assistance to deal with negative effects of the allegation, beyond the Employee Assistance Program (EAP), as agreed by the Superintendent and the President of the OSTU.
 - b. short term (less than three (3) months) leave of absence with pay.

- c. first priority for transfer to any vacant teaching position requested by the teacher for which they possess the necessary qualifications.
 - d. where requested by the teacher, provision of factual information to parents by the Board.
3. Where a teacher has been suspended pursuant to section 15, (4 or 7) of the School Act the teacher shall be reinstated with full back pay providing the teacher is acquitted of the charges and any additional investigation by the Board concludes that the teacher has not been guilty of any wrongdoing.

ARTICLE E.31 SCHOOL REORGANIZATION

1. When the Board is considering a major educational reorganization in the District it will inform the Union. When the Board intends to introduce the change which affects the terms, conditions of employment of a significant number of teachers to whom the collective agreement applies or alters significantly the basis on which the collective agreement was negotiated, the Board shall notify the Union in writing. Such notice shall be given at least ninety (90) days before the introduction of the change.
2. As soon as possible, once such notice is given, the Board agree to meet with the OSTU President. In addition to the applicant of E.21 and E.23, the following will also apply:
 - a. Teachers displaced from a closing or re-organized school are owed security of employment based on seniority.
 - b. The district will identify those teachers for which vacancies comparable to their current position are unlikely for the upcoming school year and will communicate this list to OSTU.
 - i. The District will consult with these teachers and The Union to identify positions for which they may be qualified as per Article E.21.7.
 - c. Teachers in schools scheduled for closure or reorganization will be deemed "continuing staff within the school(s)" pursuant to Article E.21 at the school(s) where the students from the effected school(s) are scheduled to attend.
 - d. Teachers who post into a position which is a reduction in their teaching assignment will be granted an additional year of temporary reduction under Article C.23
 - e. Teachers who have not secured a position prior to May 15th and placed pursuant to Article E.23 will be declared surplus and placed on recall.
 - f. In-lieu time will be granted for teachers displaced by school closures or reconfiguration, in order to pack and organize their teaching materials.
 - g. Provision of release or in-lieu time for teaching staffs who are affected by school closure or reconfiguration to meet to discuss student transitions.

- h. Provision of release or in-lieu time to facilitate the organization and relocation of school resources, including library. The administration and teaching staff of the affected school would determine how the time will be utilized.
- i. Previous closures or re-organization agreements will provide guidance to both parties when determining the appropriate amount of time allocated above.
- j. Teachers shall not be required to pack equipment, electronics, machines, or furniture nor will they be expected to move any of those items.

ARTICLE E.32 PARENTAL CONCERNS/COMPLAINTS

- 1. The Board and the Union agree that every reasonable effort shall be made by teachers and school administrators to resolve parental complaints at the school level.
- 2. If the nature of the complaint is such that it could lead to teacher discipline, the process shall be treated in a manner consistent with Article C.21 (Dismissal and Discipline for Misconduct).
- 3. If the concern is in regard to teaching practice the parent/guardian shall be advised by the administrator to first attempt to resolve the matter directly with the teacher.
 - a. If the parent refuses to meet with the teacher, the administrator will inform the teacher about the concerns brought forward by the parent.
 - b. If the parent meets with the teacher and they cannot resolve the complaint, the administrator will convene a meeting with the teacher and the complainant to discuss and attempt to resolve the complaint at the school level.
 - i. If this meeting fails to resolve the parental complaint, parental complaints may be presented to the Superintendent or designate.

SECTION F PROFESSIONAL RIGHTS

LOCAL ARTICLES

ARTICLE F.1 PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL

1. The Employer shall pay two hundred fifty dollars (\$250.00) per teacher and the OSTU shall pay sixty two dollars and fifty cents (\$62.50) per teacher to establish a fund for the purpose of professional development. The fund shall be controlled and administered by the District Professional Development Funding Committee.
 - a. The Employer shall pay six thousand four hundred dollars (\$6,400.00) into a fund for Teachers Teaching on Call. The fund shall be controlled and administered by the District Professional Development Committee.
 - b. 50% of the Employer funds shall be transferred to the Union on October 15, with the remaining 50% transferred on December 15 of each school year.
2. The District Professional Development Funding Committee shall be chaired by the Union's professional development chairperson, who shall have voting rights.
3. The District Professional Development Funding Committee shall be comprised as follows:
 - a. three (3) representatives of the Union in addition to the professional development chairperson;
 - b. three (3) representatives of the District.
4. The Professional Development Fund will not be required to finance curriculum implementation in the District.
5. The District Professional Development Committee shall plan and organize district-wide professional development activities and shall carry out other professional development activities as directed by the Professional Development Funding Committee. This committee shall be comprised as follows:
 - a. the OSTU Pro-D chairperson who shall chair the committee;
 - b. one (1) teacher representative from each school;
 - c. one (1) representative of administrative officers;
 - d. the Superintendent or designate;
 - e. one (1) representative of the Board.

6. The Employer shall provide ten (10) Teacher Teaching on Call days to the District Professional Development Committee to plan and organize professional development activities.
7. The School Professional Development Committee shall include an Administrative Officer of the school.

ARTICLE F.2 DAYS FOR PROFESSIONAL DEVELOPMENT

1. There shall be a minimum of five (5) professional development days allocated for professional development activities, three (3) of which shall be school-based professional development days.
2. Professional Development days shall be considered as instructional days for salary purposes.
3. The Board shall approve such professional development day(s) activities as are sanctioned by the District Professional Development Committee or in the case of the school-based day(s) by the School Professional Development Committee. An outline of the planned activities shall be submitted to the District Professional Development Committee by the School Professional Development Committee at least one (1) month in advance of school-based professional days.

ARTICLE F.3 CURRICULUM IMPLEMENTATION

1. The composition of the existing Curriculum Development Advisory Committee (C.D.A.C.) shall be six (6) representatives from the Employer, six (6) representatives from the Union, and two (2) parent representatives as selected by the Parent Advisory Committees (P.A.C.). The committee shall elect its chairperson.
2. The purpose of this committee shall be to advise the Employer and the Union regarding matters concerning the implementation of either provincial or local new curricula, including recommendations on terms of reference for other implementation committees. The committee is entitled to receive, on request, status reports from other committees necessary for implementation purposes.
3. The committee shall meet, at a mutually agreeable time at the request of either party, to discuss and make recommendations for the implementation of the new curricula.
4. Funding and time for curriculum implementation shall be provided by the Employer.
5. The committee shall receive full information on Ministry funding for curriculum implementation and change.

ARTICLE F.4 SCHOOL ASSESSMENTS/ACCREDITATION

1. The primary objective of the school accreditation/assessment process is the improvement of learning outcomes for students. The means of achieving this objective is by school self-assessment to recognize school strengths in serving students and the identification and development of a school growth plan to address areas requiring development and improvements.
2. The school shall receive full information on Ministry funding/resources available for school assessment/accreditation and follow-up activities.
3. Prior to undertaking a school assessment/accreditation program, the school administration and staff shall advise the Board of desirable resources and the method of implementing the assessment/accreditation.
4. It is acknowledged that an internal and external accreditation/assessment requires increased clerical time and release time for teachers in order to minimize the disruption to instruction. The Employer shall provide such time in accordance with the Ministry service levels and funding.
5. The external assessment/accreditation team's report shall be provided to the school staff concerned, the Board, and when appropriate the Ministry of Education.
6. Ministry funds targeted for follow-up activities in a school shall only be used for those purposes.

ARTICLE F.5 PROFESSIONAL AUTONOMY

1. Within the bounds of effective educational practice, prescribed provincial and local curricula and programs, and school instructional goals that have been collegially determined, teachers shall have individual professional autonomy in determining the methods of instruction and the planning and presentation of course materials in the classes of pupils to which they are assigned.

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 clause 1 above, shall incorporate any expanded definition of "immediate family" that may occur through legislative enactment.)

[See G.22 Compassionate Leave for short-term, compassionate leaves of up to five 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.

3. In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause “family member” means:

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

- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

[See also Article G.4.5.]

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

Local Provisions:

- 5. A teacher shall be granted one (1) day leave with pay to attend the funeral of any relative not listed in Article G.4.1.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

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

Implementation:

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

ARTICLE G.6 LEAVE FOR UNION BUSINESS

- 1.
 - a. Any union member shall be entitled to a leave of absence with pay as authorized by the local union or BCTF and shall be deemed to be in the full employ of the board.

- 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.
- 2. The local or BCTF shall reimburse the board for 100 per cent of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement.
- 3. Where a Teacher Teaching on Call (TTOC) replaces the member on union leave, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the TTOC.
- 4. Where a non-certified replacement is used, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the replacement.
- 5. Where teacher representatives are requested by the board to meet on union-management matters during instructional time, representative(s) shall be released from all duties with no loss of pay.

Short-term leave (leave of 10 consecutive school days or less)

- 6. Such leave will be granted subject to the availability of a qualified replacement. The request shall not be unreasonably denied.

Long-term leave (leave of more than 10 consecutive school days)

- 7. Such leave will be granted subject to the availability of a qualified replacement and educational needs of the school district. The request shall not be unreasonably denied.
- 8. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

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

Release Time for CTF Business

- 11. Upon receipt of reasonable notice, the Employer shall grant individual members of the Union leaves of absence with pay from teaching duties to a maximum of eight (8) days per school year in order to carry out the business of the CTF.

12. The following leaves shall not be included in the maximum leave provision of eight (8) days:
 - a. leave to serve as members of a committee and/or task force of the CTF.
13. Unless otherwise specified in this Agreement, such release from duties per Article G.6.11 shall be granted without loss of pay and shall be granted subject only to the Employer being reimbursed for the cost of the Teacher Teaching on Call.
14. If a Union member is elected to a full-time position with the CTF, leave of absence without pay shall be granted for the duration of that member's office.
15. If a Union member is appointed to a position with the administrative staff of the BCTF or CTF, leave of absence without pay shall be granted for a maximum period of four (4) years.
16. Union members returning from leaves as specified in G.6.14 and G.6.15 (above) must inform the Employer at the earliest possible date but not later than May 31, and shall be assigned:
 - a. to a comparable position in the same school commensurate with their experience and training, or if not available;
 - b. to another comparable position in the District.

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

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

ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

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

ARTICLE G.9 TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
 - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
 - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice – Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
 - a. Teacher Evaluation
 - b. Teacher Discipline
6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

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

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

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

ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

LOCAL ARTICLES

ARTICLE G.20 SICK LEAVE

1. Sick leave with pay is earned on the basis of one and one-half (1.5) days for each month in which the teacher has taught in the service of the Employer. Teachers on part-time appointments will accrue sick leave on a proportionate basis to their appointment.
2. Any days during which the teacher has been absent with full pay for reasons of illness, injury or unavoidable quarantine shall be charged against sick leave accumulated by the teacher. A teacher on an approved unpaid leave or on layoff from the Employer shall not have access to or accumulate sick leave for the period of such absence, but shall retain their cumulative allowance, if any existing, at the time of such leave or layoff.
3. The maximum number of days of sick leave allowed with full pay in any one school year shall not exceed one hundred and twenty (120).
4. Each teacher shall receive by October 31 an annual statement of their accumulated sick leave as of June 30.
5. In each year, fifteen (15) days of sick leave shall be advanced to each teacher at the beginning of the school year. Teachers commencing employment with the Employer during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year. Where the Employer is unable to collect any outstanding balance as provided for above, the Union will join with the Employer and undertake a course of action as appropriate to recover any outstanding amount from the teacher.
6. A teacher may be required to provide an acceptable medical certificate in relation to any absence due to illness or injury.
7. Sick leave accumulated and unused prior to June 30, 1988 shall be carried forward on behalf of each teacher.

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

ARTICLE G.21 WORKSAFE BC - LEAVE WITH PAY

1. An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by WorkSafe BC as compensable within the meaning of the Compensation Act shall receive from the Employer the difference between the amount payable by WorkSafe BC and their regular salary, to a maximum of six (6) months, in the following manner:
 - a. the Employer shall be reimbursed by WorkSafe BC for the compensation amount;
 - b. the employee shall receive their regular salary to a maximum of six (6) months;
 - c. the employee's T-4 statement shall reflect the amount of WorkSafe BC earnings; provided, however that such employee shall not be entitled to use their sick leave credits for the time lost during the said six (6) month period by reason of any such disability.
2. After six (6) months the Board will deduct from the accumulated sick leave of a teacher or amount proportional to the difference between the compensation payment and the teacher's full salary.
3. In neither of the above sections shall the income of the teacher exceed that received had the teacher been at work.

ARTICLE G.22 COMPASSIONATE LEAVE

1. Where a teacher makes written application on the Employer form for compassionate leave because of critical illness within the teachers' immediate family as defined in the Bereavement Leave section, leave with pay shall be granted to a maximum of five (5) days annually. The teacher may be required to produce a certificate from a duly qualified medical practitioner as proof of such illness in their family. In cases of emergency the leave form may be submitted retroactively.

[See also Article G.2 Compassionate Care Leave and Article G.3 Employment Standards Act Leaves for long term compassionate leave.]

ARTICLE G.23 FUNERAL LEAVE

1. A teacher shall be granted up to one-half (1/2) day leave with pay to act as a pallbearer at a funeral.

ARTICLE G.24 JURY DUTY/COURT APPEARANCE

1. The Employer shall grant leave of absence with pay to any teacher summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings. A teacher on such leave shall pay over to the Employer any sums received for jury duty or witness fees, exclusive of traveling costs or meal allowances.

2. Leave of absence to appear in one's own defense or in appearances created by the teacher's private affairs shall be granted without pay.
3. A teacher who attends court ceremonies to become a Canadian Citizen shall be granted one (1) day's leave with pay for that purpose.

ARTICLE G.25 COMMUNITY SERVICE

1. Community service shall include services as a member of a municipal council or board, hospital board, regional district board, regional college board, or quasi-government organization. Leave with pay to a maximum of five (5) days per year and without pay to a maximum of ten (10) days per year, shall be granted to attend meetings of such bodies during school hours. A member of a municipal council shall be granted up to an additional five (5) days leave with pay per year. Cost of a Teacher Teaching on Call, where required shall be borne by the teacher when leave with pay is granted.

ARTICLE G.26 POLITICAL LEAVE

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given leave of absence without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted an unpaid leave of absence for the first term of office. Leave for each subsequent term of office must be applied for in writing and must be approved by the District.
2. The return from such leave of absence shall begin at the start of the school year in September or at the resumption of school following the Christmas break following proper notice, or at a date reached by mutual consent.

ARTICLE G.27 LEAVE FOR OUTSIDE ASSIGNMENT

1. Teachers accepting assignments with the Department of National Defense, External Affairs, C.I.D.A., or similar organizations, teachers appointed as teaching associates at British Columbia universities, or teachers on exchange programs with other provinces or countries, may be granted leave of absence without pay for up to two (2) years on the following bases:
 - a. four (4) years prior satisfactory service within the District shall be required;
 - b. requests for leave must be received at least three (3) teaching months prior to the expected commencement of leave;
 - c. notification of the teacher's intention to return shall be required at least three (3) months prior to the expected return;
 - d. upon return to the District, the teacher may be assigned to any position within the District;

- e. the number of teachers allowed leave under this policy at any one time shall be limited to two (2).

ARTICLE G.28 PERSONAL LEAVE

1. After five (5) years of continuous service in the District, the Board may consider a request for a one (1) year leave of absence, which will be renewable solely at the superintendent's discretion. Requests for such leave, without pay, will be considered on the following bases:
 - a. the requested leave period is one (1) academic year;
 - b. written notice of at least three (3) teaching months is given;
2. Upon return to the District, the employee shall be assigned:
 - a. to the same or comparable position in the school commensurate with the teacher's qualifications and/or experience; or
 - b. if no such position is available, to a comparable position in the District.
3. A teacher shall only be allowed leave under this provision once every five (5) years.
4. The request for leave pursuant to G.28.1. shall not unreasonably be denied.
5. Teachers may request a short term personal leave of absence without pay.

ARTICLE G.29 EDUCATIONAL LEAVE WITHOUT PAY

1. Leave of absence without pay may be granted for the purpose of further educational studies or other professional development on the following basis:
 - a. such leave shall be not less than four (4) months or more than two (2) years in length;
 - b. three (3) years prior satisfactory service within the District shall be required;
 - c. requests for leave must be received at least three (3) teaching months prior to the expected commencement of leave.
2. Documentary support of the applicant's intentions must be provided to the Superintendent of Schools upon application for leave under this section.
3. Notification of the teacher's intention to return shall be required at least three (3) months prior to the expected return.
4. Upon return to the District, the employee may be assigned to any position within the District, and is expected to remain a District employee for a period of at least two (2) years.

5. The number of teachers allowed leave under this Article, at any one time, will be determined by the Board.

ARTICLE G.30 EDUCATIONAL LEAVE WITH PAY

1. Leave of absence with pay may be granted for the purpose of further educational studies or other professional development (pursuant to the School Act) on the following bases:
 - a. work to be undertaken should be at the post-graduate level;
 - b. courses must be of practical value to the School District;
 - c. three (3) years prior satisfactory service within the School District shall be required;
 - d. documentary support of the applicant's intentions must be provided to the Superintendent of Schools upon application for leave under this section;
 - e. such requests will be considered on an individual merit basis.
2. Educational conferences and/or Courses

Leave of absence with pay may be granted for attendance at educational conferences and/or courses. All requests for such leave must be forwarded to the Superintendent.

ARTICLE G.31 ACADEMIC LEAVE

1. A teacher shall be granted one (1) day per year with pay to write a university examination in a subject related to their teaching field or professional development.
2. A teacher shall be granted up to two (2) days with pay to attend convocation to receive an academic degree.
3. A teacher may request up to two (2) days to give an address on educational matters or to otherwise assist in the presentation of workshops or conferences.

ARTICLE G.32 SPECIAL CIRCUMSTANCES LEAVE

1. A teacher shall be granted four (4) days leave of absence with pay, per school year, for personal reasons, family illness or emergency situations. The teacher shall be billed 1/240 of annual salary, at Category 4, step 0, for each day of leave.

ARTICLE G.33 HOLIDAY EXTENSION LEAVE

1. No leave will be granted for holiday extension purposes except upon the recommendation of the Superintendent of Schools where the applicant's service to the

District merits special consideration. In no case shall any such extension exceed two (2) days.

- a. At least thirty (30) days' notice shall be required.
- b. The Superintendent must be satisfied that the educational need can be adequately met.
- c. A salary deduction of 1/200th of the employee's annual salary shall be made for each day of leave.
- d. Such leaves shall be referred to the School Board for approval.

For the purpose of this Article, "holiday" is defined by reference to article D.22 (Regular Work Year for Teachers) of this Collective Agreement, i.e., at the beginning or end of Christmas vacation; at the beginning or end of Spring Break; and at the end of June.

ARTICLE G.34 MATERNITY LEAVE

1. A pregnant teacher shall be granted upon request, a leave of absence without pay to a maximum of two (2) years.
2. For the purposes of this Article, natural term breaks shall be considered to be the commencement of the school year, the commencement of school after the Christmas recess, and the commencement of school after the Spring Break.
3. Short-term Maternity Leave
 - a. The term of a short-term maternity leave shall be:
 - i. as provided for in Part 7 of the Employment Standards Act (1980), or;
 - ii. for a stated period of time not to exceed one (1) year provided that any commencement or return date beyond the statutory time limits shall coincide with natural term breaks.
 - b. A teacher on short-term maternity leave shall receive experience recognition for the duration of the leave.
 - c. For those benefits capable of being maintained, a teacher on short-term maternity leave may, upon prepayment of the employee portion of premiums, by post-dated cheques, have their benefits maintained by the Employer for the duration of the leave.
4. Extended Maternity Leave
 - a. Extended Maternity Leave is leave beyond the term of short-term maternity leave.
 - b. The term of extended maternity leave shall not exceed one year and the commencement and return dates shall coincide with natural term breaks.

- c. A teacher on extended maternity leave shall not receive experience recognition for the duration of the extended maternity leave.
 - d. For those benefits capable of being maintained, a teacher on extended maternity leave may upon prepayment of the total premiums, by post-dated cheques, have their benefits maintained by the Employer for the duration of the leave.
- 5. A teacher who has requested and has been granted short-term or short-term plus extended maternity leave of less duration than the limits established in paragraphs G.34.3 and G.34.4 above, may by application to the Superintendent or designate request an extension to the return date. Such requests must comply with the limits and return date provisions set forth above, and shall not be unreasonably denied.
- 6. Early return and emergency situations
 - a. In the case of an incomplete pregnancy, death of the child, or should a teacher's personal circumstances change, an application for return to duty at a date earlier than that previously agreed will be considered by the Employer. Every effort will be made to comply with such requests.
 - b. A teacher intending to make an early return to duty shall submit a written application and, where applicable, a medical certificate.
- 7. A teacher returning to duty following a short-term or extended maternity leave shall be reassigned to:
 - a. the same position in the same school, or if the position does not exist;
 - b. a comparable position in the same school, commensurate with the teacher's experience and qualifications, or if there is no such position available;
 - c. a comparable position in the District.

ARTICLE G.35 ADOPTION LEAVE

- 1. A teacher (or teachers, if both are employed by the Board) shall be granted leave with pay for one (1) day for purposes of adoption of a child. An additional two (2) days leave with pay for mandatory interviews and/or traveling time shall be granted to adoptive parents.
- 2. Unpaid leave equivalent to the maternity leave provisions of the Agreement shall be granted in the case of adoption.

ARTICLE G.36 MATERNITY (SUB PLAN)

1. When a pregnant teacher takes the maternity leave to which they are entitled pursuant to the Employment Standards Act, the Board shall pay the teacher:
 - a. ninety-five percent (95%) of the teacher's current salary for the first two (2) weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits;
 - b. the difference between seventy per cent (70%) of the teacher's current salary and their weekly rate of EI. benefits, for a further fifteen (15) weeks.
 - i. Prior to payments provided under the Maternity SUB Plan being made to an employee, the employee must have applied for and be in receipt of EI benefits except if the employee is serving the two (2) week waiting period.
 - ii. Employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
 - iii. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Plan.
2. The Employer agrees to enter into the Supplementary Employment Benefit (SUB) Plan agreement required by the Employment Insurance Act in respect of such maternity payment.

ARTICLE G.37 PATERNITY LEAVE

1. A teacher shall be granted necessary time to take their partner to hospital, to return their partner home from hospital and/or to attend the birth of their child. Leave granted with pay for such purposes shall not exceed one (1) day, but may be taken in two (2) half-days.

ARTICLE G.38 PARENTAL LEAVE

1. A parental leave (inclusive of adoption) leave shall be granted upon request;
 - a. as provided for in Part 7 of the Employment Standards Act, or;
 - b. for a stated period of time beyond G.38.1.a so that the return to duty will coincide with the natural term break occurring next following the completion of statutory time limits. Natural term breaks shall be defined as provided for in G.34.2. The teacher shall be granted the same benefits, experience recognition and return to duty provisions of the Maternity Leave (G.34) clause.

ARTICLE G.39 PARENTHOOD LEAVE

1. A teacher with a dependent child shall be granted a Parenthood Leave of absence without pay for a stated period of time as requested by the teacher to a maximum of two (2) years.
2. Unless exceptional circumstances exist, Parenthood Leave shall only commence at the start of the school year, at the start of school following the Christmas recess, or at the start of school following the Spring Break.
3. Unless exceptional circumstances exist, applications shall be submitted no less than three (3) months prior to the requested commencement date of the leave.
4. Parenthood Leave shall be granted to either parent if both parents are teaching employees of the Board.
5. A further Parenthood Leave shall only be available to a teacher if they return for at least one (1) year of teaching following a Parenthood Leave.

SIGNATURES

Signed at Penticton, British Columbia, this _____ day of November, 2021.

Jason Corday, Assistant Superintendent
School District No. 67 (Okanagan Skaha)

Kevin Epp, President
Okanagan Skaha Teachers' Union

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

Teri Mooring, President
British Columbia Teachers' Federation

APPENDICES

APPENDIX A ASSOCIATED PROFESSIONALS

The parties agree that in the event of additional employees being included in the unit as certified by the Industrial Relations Council, the following conditions shall apply:

1. Within one (1) month of the variance in certification being granted, the parties shall commence collective bargaining in good faith to reach agreement on terms and conditions of employment established in this Agreement which shall apply to the Associated Professionals.
2. In the event that the parties are unable to conclude agreement on these matters within one (1) month of the commencement of collective bargaining, or such longer period as may be mutually agreed, the outstanding matters shall be referred to binding arbitration for final and conclusive settlement.

APPENDIX B DUTIES DEPARTMENT HEAD - LEVEL I

The role of the Department Head is to ensure a departmental philosophy consistent with a school's philosophy by assuming the following responsibilities under the supervision of the school's administration.

1. Implementing and co-ordinating curricula
2. Assessing new resources
3. Reviewing new curriculum changes
4. Monitoring School, District, provincial examinations and their results
5. Preparing summaries for student reporting procedures consistent with department practices
6. Ensuring that all grade 12 examinable courses are taught with due concern for the provincial and scholarship examination specifications
7. Assisting with collegial coaching
8. Assisting administration in determining appropriate resources
9. Advising administration concerning timetable organization for the department
10. Liaising with other departments within the school and other schools regarding program information
11. Involvement in the hiring of and orientation of new staff to the department
12. Providing department members and the administration with agendas and minutes of department meetings
13. Preparing periodic reports as requested by the school's administration

APPENDIX C DUTIES DEPARTMENT HEAD - LEVEL II & MIDDLE SCHOOL TEAM LEADER

The role of the Team Leader and Department Head is to ensure a departmental philosophy consistent with a school's philosophy by assuming the following responsibilities under the supervision of the school's administration.

1. Implementing and coordinating curricula
2. Assessing new resources
3. Reviewing new curricula changes
4. Monitoring School, District, provincial examinations and their results
5. Preparing summaries for student reporting procedures consistent with department practices
6. Assisting with collegial coaching
7. Assisting administration in determining appropriate resources
8. Advising administration concerning timetable organization for the department
9. Liaising with other departments within the school and other schools regarding program information
10. Involvement in the hiring of and orientation of new staff to the department
11. Providing department members and the administration with agendas and minutes of department meetings
12. Preparing periodic reports as requested by the school's administration.

[See B.24]

APPENDIX D CURRICULUM COORDINATOR

A curriculum coordinator is viewed as a teacher with future administrative aspirations. As a result, a curriculum coordinator will seek to acquire as much administrative experience as possible while functioning in this role. They will be expected to understudy and to work in close cooperation with the Administrative Officer in all major areas of the school's operation.

Responsibilities

A curriculum coordinator shall:

1. be available by mutual agreement with the Administrative Officer after school closing in June and before school opening in September to assist with matters of curriculum, administration and organization. Article D.22 (Regular Work Year for Teachers) will apply;
2. assume responsibility for the coordination of up to three curriculum areas of instruction;
3. provide assistance to the Administrative Officer in the following areas;
 - (a) coordinate the use of textbooks and physical education equipment,
 - (b) coordinate the athletic program,
 - (c) assist new staff members, student teachers and Teachers Teaching on Call in adopting school curriculum,
 - (d) contribute to curriculum responsibilities that may arise because of day-to-day operation of the school,
 - (e) coordinate the special events within the school;
4. assume administrative responsibilities for the proper functioning of the school in the absence of the Administrative Officer subject to the terms and conditions of this Collective Agreement and exclusive of supervisory evaluative duties with respect to other teachers;
5. following consultation with the staff committee assume other duties as agreed upon by the Curriculum Coordinator and the Administrative Officer.

APPENDIX E HEAD TEACHER

1. The Board may appoint a Head Teacher to any facility that is considered separate from the main school facility.
2. The Board will post the position under Section E.21 of the Collective Agreement.
3. The head teacher is directly responsible to the principal by:
 - 3.1 assisting the principal to ensure the provision of adequate materials and supplies, the effective use of the facilities and the safety of students in the separate facility;
 - 3.2 maintaining effective contact with parents and the general public;
 - 3.3 maintaining such records and forms as are required by the principal/or the School District including but not limited to, pupil registration and attendance records, and teacher absence records.
4. The Head Teacher shall not be responsible for supervisory or evaluative duties with respect to other teachers.
5. While acting as Head Teacher, the teacher is covered by all terms and conditions of the Collective Agreement.

APPENDIX F TEACHER-IN-CHARGE

1. At the start of each school year, the Board will post in each school, under Article E.21 (Posting and Filling Vacant Positions) of the Collective Agreement, the position of teacher-in-charge. From the applicants in each school, the Board shall appoint a teacher-in-charge on an annual basis, except in schools which have a curriculum coordinator. Under special circumstances a teacher-in-charge may be appointed for a period of less than one year but not for less than one month.
2. In the event that the Administrative Officer(s) is/are absent from the school premises, the teacher-in-charge may be requested to assume some of the day-to-day routine duties and emergent situations that are normally performed by the Administrative Officer(s).
3. The teacher-in-charge shall not be responsible for supervisory or evaluative duties with respect to other teachers.
4. A Teacher Teaching on Call shall be provided for the teacher-in-charge with the Teacher Teaching on Call time being reflective of the administration time of the absent Administrative Officer. If it is known in advance that the Administrative Officer will be absent for one-half (1/2) day or more, a Teacher Teaching on Call shall be provided at the discretion of the teacher-in-charge.
5. The base rate for a teacher-in-charge is for ten (10) accumulated F.T.E. days. After ten (10) accumulated days of acting as teacher-in-charge, the teacher-in-charge shall receive an allowance as follows:

Effective July 1, 2019	\$38.51
Effective July 1, 2020	\$39.28
Effective July 1, 2021	\$40.06

This accumulation does not apply to a teacher-in-charge appointed on less than an annual basis. A teacher-in-charge appointed on a monthly basis will be paid the daily allowance for each full day following the first day as teacher-in-charge in that month.

6. In a school where absences of the Administrative Officer(s) continue for more than five (5) consecutive school days and an Administrative Officer is not assigned to the school, the teacher-in-charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.
7. While acting as teacher-in-charge, the teacher is covered by all terms and conditions of the Collective Agreement.

APPENDIX G CRITERIA FOR EVALUATING TEACHERS

I MANAGEMENT

The teacher practices management suitable to the immediate educational objectives and the learning environment of the school.

A. Student-Classroom Management

1. Encourages students to assume responsibility for their own actions.
2. Establishes consistent routines and clear expectations for student conduct appropriate to the activity.
3. Develops an appropriate teaching/learning situation.
4. Fosters excellence and provides an opportunity for student displays.
5. Creates a physical setting that contributes to learning.

B. RECORD KEEPING AND STUDENT ACHIEVEMENT

1. Establishes a variety of procedures for assessing student performance and communicates these procedures clearly to students, parents and other personnel.
2. Utilizes the results of student performance assessments to plan for future instruction.
3. Interprets the results of student assessments.
4. Identifies the reasons students have or have not met instructional objectives.
5. Maintains appropriate, accurate records of student achievement, attendance, and other necessary data, and reports effectively to parents.
6. Respects the confidentiality (restricted nature) of information concerning students.

C. CONTROL OF TEACHING/LEARNING SITUATIONS

1. Practices and maintains classroom management suitable to the educational objectives and learning environment.
2. Maintains an effective classroom environment by appropriate management of those factors within the teacher's control.

II INSTRUCTION

A. CURRICULUM

1. Endeavours to maintain current knowledge of their teaching assignment.
2. Endeavours to remain current in knowledge of appropriate developments and trends in the teaching assignment being taught.
3. Makes appropriate judgments in selecting materials to suit curricula needs of the students.
4. Develops long and short-term objectives which provide a variety of learning experiences.
5. Plans and endeavours to provide for individual differences among students.

B. SKILLS

1. Encourages students to learn.
2. Uses various techniques and strategies to promote learning.
3. Uses relevant classroom displays to promote learning.
4. Asks questions which promote thinking skills.
5. Involves students in experiences and activities designed to develop and stimulate thought.
6. Creates assignments which utilize, reinforce or expand upon the content of the lesson.
7. Monitors individual understanding.
8. Provides opportunities for questioning, speculation, and originality.
9. Plans with clear objectives, communicates objectives to the pupils, and assesses outcomes in terms of the intended purposes.

III PROFESSIONAL RELATIONS

1. Attempts to establish and maintain a mutual respect between the teacher and students.
2. Develops positive rapport with students.
3. Promotes positive relationships with and among students.
4. Encourages students to assume responsibility for their own actions, to practice self-discipline, and to develop a positive self-concept.

5. Demonstrates consistency, respect, and firmness in dealing with students.
6. Maintains individually and cooperatively a high standard of professional conduct with pupils, colleagues and parents.
7. Displays tact when dealing with students and parents.
8. Maintains contact with parents and is accessible to them.

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

Letter of Understanding No. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

1. Pursuant to the Public Education Labour Relations Act (PELRA), the provincial and the local parties agree to the designation of provincial and local matters as follows:
 - a. Those matters contained within Appendix 1 shall be designated as provincial matters.
 - b. Those matters contained within Appendix 2 shall be designated as local matters.
2. Provincial parties' roles will be pursuant to PELRA.
3. Referral of impasse items to the provincial table will be pursuant to PELRA.
4. Timing and conclusion of local matters negotiations:
 - a. Local negotiations will conclude at a time determined by mutual agreement of the provincial parties. 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.
 - b. Where no agreement is reached, local negotiations will conclude at the time a new Provincial Collective Agreement is ratified.
5. Local and provincial ratification processes:
 - a. Agreements on local matters shall be ratified by the local parties subject to verification by the provincial parties that the matters in question are local matters (Appendix 2).
 - b. Agreements on provincial matters shall be ratified by the provincial parties.

6. Effective date of local matters items:

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

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

Appendix 1 PROVINCIAL MATTERS
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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/interfacing
16. Grievance/Arbitration (including Expedited) Procedure and Troubleshooter

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

January 22, 2021 - Provincial Matters

Appendix 2 LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

January 22, 2021 - Local Matters.

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers' Federation

“R. Worley”

British Columbia Public School Employers'
Association

“K. Halliday”

LETTER OF UNDERSTANDING No. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3. a

Between

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

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

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

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

[Not applicable in S.D. #67 (Okanagan Skaha)]

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 S.D. #67 (Okanagan Skaha)]

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

1. They will encourage local boards of education and the local teacher unions to make application to the Human Rights Tribunal under section 42 of the *Human Rights Code* to obtain approval for a “special program” that would serve to attract and retain Aboriginal employees.
2. The parties will encourage local boards of education and local teacher unions to include layoff protections for Aboriginal employees in applications to the Human Rights Tribunal.
3. The parties will assist local boards of education and the local teacher unions as requested in the application for and implementation of a “special program” consistent with this Letter of Understanding.

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

[Not applicable in S.D. #67 (Okanagan Skaha)]

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:

2. 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.
3. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
 - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.

- For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
4. 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.
 5. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
 - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
 - No seniority could be ported to the other seniority list.
 - For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

The porting of seniority only applies to seniority accrued within the provincial BCTF bargaining unit. The porting of seniority is not applicable to adult education seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING No. 7

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts

The following letter of understanding is meant to clarify the application of Article C.2.2 and G.1 of the provincial collective agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates their employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days from the initial date of hire) and the seniority verification process (within 90 days of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.
3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports) for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo

any previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90 days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their employment in district A. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

Example 2

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for their full assignment in district A. The employee will have 90 days from September 1, 2008 to initiate the seniority and/or sick leave verification process and forward the necessary verification forms to the previous school district for the porting of seniority. The Irene Holden award dated June 7, 2007 will then apply. No seniority can be ported to district B until the employee's leave of absence is effective. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

The porting of seniority and sick leave only applies to seniority and sick leave accrued with the provincial BCTF bargaining unit. The porting of seniority and sick leave is not applicable to seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

Revised with housekeeping March 26, 2020

LETTER OF UNDERSTANDING No. 8

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List

The following letter of understanding is meant to clarify the application of Article C.2.2 of the provincial collective agreement with respect to the situation where a laid off teacher on recall in district A obtains a continuing appointment in district B, i.e., while holding recall rights in one (1) district obtains a continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 shall apply:

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.

6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.
7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

A Teacher has 3 years of seniority in district "A" has been laid off with recall rights. While still holding recall rights in district "A", the teacher secures a continuing appointment in district "B". Once ported, this teacher would have 3 years seniority in district "B", 3 years of seniority in district "A" for recall purposes only and 0 years of seniority in district "A" for any other purposes. This teacher after working 1 year in district "B" accepts recall to a continuing appointment in district "A". Only 3 years of seniority would be ported back to district "A" and for record keeping purposes, the teacher's seniority record in district "B" would be reduced from 4 years down to 1 year.

Example 2

A Teacher has 3 years of seniority in district "A" has been laid off with recall rights. While still holding recall rights in district "A", the teacher secures a continuing appointment in district "B". Once ported, this teacher would have 3 years seniority in district "B", 3 years of seniority in district "A" for recall purposes only and 0 years of seniority in district "A" for any other purposes. After working 2 years in school district "B" this teacher's recall rights in school district "A" are lost. No further seniority can be ported from district "A" to district "B" and for record keeping purposes, the teacher's seniority record in district "A" would be zero for all purposes.

Original signed by:

Alan Chell
For BCPSEA

March 6, 2020
Date

Teri Mooring
For BCTF

March 6, 2020
Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

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

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

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

¹ The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.
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Appendix A to Letter of Understanding No. 9

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

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

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.51 (BOUNDARY)

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

**Re: Recruitment and Retention for Teachers at Elementary Beaverdell and
Big White Elementary School**

[Not applicable in School District No. 67 (Okanagan Skaha)]

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 31st, written notice from the employee to transfer must be received by the district no later than June 30th of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31st, written notice from the employee to transfer must be received by the district no later than November 15th of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15th of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date of LOU 16(c) signed below.

Example:

1. On June 1, 2015, Teacher A provides written notice to the district that they would like to transfer their Article C.4 TTOC experience that they will have accrued up until June 30, 2015 (in terms of closest equivalent month) to their temporary/continuing previous local agreement increment experience bank.
2. On June 30, 2015, Teacher A has 70 TTOC days of experience accrued under Article C.4.
3. On August 31, 2015, 4 months of experience would be transferred to their experience bank under the applicable previous local collective agreement increment language for continuing and/or temporary employees and 2 days of TTOC experience would remain in their TTOC bank under Article C.4. (70 divided by 17 = 4 whole months, with 2 days remaining)
4. Effective August 31, 2015, the previous local collective agreement increment language for temporary/continuing employees would then apply to the 4 months of experience that was transferred.

Original signed by:

Renzo Del Negro
BCPSEA

Jim Iker
BCTF

April 22, 2015
Date

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

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

This constitutes my written notice under LOU No. 11 of the collective agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including June 30, _____) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective August 31, _____.

I understand that once I submit this application to the employer, this decision to transfer is final and cannot be reversed.

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than June 30th of the preceding school year for a transfer for TTOC experience credits earned up to and including June 30th to take effect on August 31st of the following school year.

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

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

This constitutes my written notice under LOU No. 11 of the collective agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including November 15, _____) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective December 31, _____.

I understand that once I submit this application to the employer, this decision to transfer is final and cannot be reversed.

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than November 15th of the school year for a transfer for TTOC experience credits earned up to and including November 15th to take effect on December 31st of the same school year.

LETTER OF UNDERSTANDING NO. 12

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule "A" of All Restored Collective Agreement Provisions

2. The Parties have developed a Schedule of BCPSEA-BCTF collective agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* ("the restored collective agreement provisions") that will be implemented pursuant to this Letter of Understanding. This Schedule is attached to this Letter of Understanding as Schedule "A".

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

4. All language pertaining to learning specialists shall be implemented as follows:
 - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
 - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
 - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
 - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;

- iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
 - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
 - C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
 - D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
 - E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

Best Efforts to Be Made to Achieve Compliance

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

- C. Utilizing temporary classrooms;
- D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:
 - five students in grades K-3;
 - four students for secondary shop or lab classes where the local class size limits are below 30, and;
 - six students in all other grades.

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

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

- School District 10 (Arrow Lakes)
 - School District 35 (Langley)
 - School District 49 (Central Coast)
 - School District 67 (Okanagan-Skaha)
 - School District 74 (Gold Trail)
 - School District 82 (Coast Mountain)
 - School District 85 (Vancouver Island North)
- E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored collective agreement provisions regarding class size and composition;
 - F. Completing the post-and-fill process for all vacant positions.

Non-Compliance

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

- compelling family issues;
- sibling attendance at the same school;
- the age of the affected student(s);
- distance to be travelled and/or available transportation;
- safety of the student(s);

- the needs and abilities of individual student(s);
- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

C. Once the value of the remedy has been calculated, the teacher will determine which of the following remedies will be awarded:

- i) Additional preparation time for the affected teacher;
- ii) Additional non-enrolling staffing added to the school specifically to work with the affected teacher's class;
- iii) Additional enrolling staffing to co-teach with the affected teacher;
- iv) Other remedies that the local parties agree would be appropriate.

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

Alan Chell

Alan Chell, BCPSEA Board Chair

British Columbia Teachers Federation

Teri Mooring

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

Alan Chell

Alan Chell, BCPSEA Board Chair

British Columbia Teachers Federation

Teri Mooring

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

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

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

LETTER OF UNDERSTANDING NO. 15

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

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

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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

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