

WORKING DOCUMENT

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

AS IT APPLIES IN S.D. #85 (VANCOUVER ISLAND NORTH)

Between

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 85

(The "Employer")

and

THE VANCOUVER ISLAND NORTH TEACHERS' ASSOCIATION

(The "Local")

Effective July 1, 2019 – June 30, 2022

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

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The parties agree as follows:

PREAMBLE

This collective agreement recognizes the duty of the Board and the Association to co-operate fully to provide the highest quality of educational service possible. It is further recognized that it is in the mutual interest of the Board, the Association, and teachers to provide for the efficient and orderly operation of the schools within the school district under methods which will further, to the fullest extent possible, the education of the pupils in the school district.

DEFINITION OF TERMS

1. An "employee" as used in this agreement shall mean a teacher who possesses a valid B.C. Teaching Certificate and who is on a continuing, temporary or probationary appointment.
2. A "teacher teaching on call" shall mean an employee who possesses a valid B.C. Teaching Certificate who performs teacher teaching on call duties for the Board.
3. The "School Act and Regulations" as referred to in this collective agreement shall be the School Act and Regulations in force and effect.
4. An "Administrative Officer" shall mean a Principal, Vice Principal or Director of Instruction.

Note: Common Provincial provisions are found at the beginning of each Section. Previously negotiated local provisions commence at Article 20 in each Section. Previously negotiated local provisions which have been moved into Common Provincial provisions are identified below a heading of "Local Provisions."

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
 - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
 - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
 - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2 RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in each district recognizes the local [VINTA] 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.

Local Provisions:

6. Teacher Regulation Branch Fees

Upon receipt of signed authorization forms, the Board shall deduct, from the earnings of every employee, such fees required for membership in the Teacher Regulation Branch established under the Teachers Act and remit the same to the Branch when notified of the fees by VINTA or the Teacher Regulation Branch .

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.

Local Provisions:

10. Referral to Expedited Arbitration

a. Referral to Expedited Arbitration - Local Matters

Any local matters grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance except policy or general grievances.

b. Referral to Expedited Arbitration – Provincial Matters

Any provincial matters grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the provincial party originating the grievance, the BCTF or BCPSEA where applicable, except:

- i. dismissals;
- ii. suspension in excess of 20 days; or
- iii. policy or general grievances.

ARTICLE A.7 EXPEDITED ARBITRATION

1. Scope

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

2. Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan
 - iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.

- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

ARTICLE A.9 LEGISLATIVE CHANGE

- 1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- 2. a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.

- b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
- 3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
- 4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

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

- 1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.
- 2. Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the collective agreement.
- 3. Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

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

ARTICLE A.20 ASSOCIATION RIGHTS

1. School Staff Representatives

Local Association school staff representatives, elected in accordance with Association procedures shall:

- a. have the right to convene meetings of Association members in the school at times other than instructional hours to conduct Association business.

- b. be relieved of instructional duties without loss of pay to attend a meeting between an employee and an Administrative Officer or other Board representative where the Association school staff representative's attendance has been requested.

2. Use of School Property

Representatives of the Association or the BCTF, authorized by the Association, shall have the right to transact Association business on school property, subject to there being no undue disruption of curricular activities. Such representative(s) shall, upon arrival during normal operating hours, notify the office of the representative's presence.

3. Use of Facilities

The Association shall be able to use Board facilities and equipment for purpose of Association business, meeting or workshops, subject to Board policy on the use of school facilities.

4. Bulletin Board

The Association shall have access to staff room bulletin board space at each workplace.

5. Inter-School Mail Service

- a. The Association shall have reasonable access to the district inter- school mail service and employee mailboxes, without charge, for communications with bargaining unit members. The Association shall have reasonable access to the district facsimile machines provided that the Association reimburses the Board for any long distance or toll charges associated with its use of district facsimile machines and pays for each page transmitted or received. The latter payment shall be at the Board's cost per page.
- b. All employees, inclusive of TTOCs, shall have access to the School District e-mail system.

6. Exclusions

Articles A.20.2 to A.20.5 of this Agreement do not apply where either party has taken action permitted by part 5 of the Labour Relations Code of British Columbia.

7. Access to Information

Unless determined that the provision of such information is in conflict with the Freedom of Information and Protection of Privacy Act, the Board agrees to furnish the association with the following information in accordance with the Act.

- a. public information concerning the finances of the district;
- b. public information concerning the professional staff of the district;

- c. upon completion, a list of employees covered by this Agreement showing staff assignments;
- d. notification of job postings, transfers, hirings, resignations, retirements, deaths, discharges, and suspensions of employees covered by this Agreement;
- e. public Board meeting agendas with attachments thereto, prior to the applicable Board meeting;
- f. minutes of public Board meetings after adoption by the Board;
- g. by November 30, grid placements and overall benefit costs as of September 30, for employees covered by this Agreement; and
- h. with reasonable notice, other pertinent information necessary for grievance resolution, collective bargaining, or which may from time to time be required by the Association, subject to the approval of the Board or its designate.

ARTICLE A.21 SCHOOL STAFF COMMITTEES

1. Committee Structure

Every school shall have a staff committee consisting of the school's Administrative Officer(s) and at least two employees elected by the teaching staff of the school. It is recognized that at small schools all employees and the Administrative Officer may constitute the staff committee. This committee shall be established by September 30 of each school year.

2. Frequency and Purpose

Staff committees shall meet at least monthly to discuss issues relevant to the teaching staff of the school. Any employee may bring forward an issue for discussion by the staff committee at any time.

3. Procedures

Each school staff shall determine reasonable procedures necessary for the operation of its Staff Committee.

4. Access to Information

The Board agrees to furnish a Staff Committee with relevant school information in accordance with the Freedom of Information and Protection of Privacy Act unless the provision of such information is in conflict with the Act.

5. School Staff Committees

Should the school administration not act on a recommendation of the school staff committee, reasons shall be provided to the staff committee.

ARTICLE A.22 SECONDMENT FOR ASSOCIATION PRESIDENT

1. Extent and Duration

The Board shall approve 100% secondment for the Association President.

2. Incapacitation

In the event the Association President is incapacitated, the Board shall provide a teacher teaching on call for the duration of the incapacitation to permit another Association member to assume the duties of the Association President. This article shall apply to the teacher who assumes such duties.

3. Sick Leave

- a. An employee who is granted secondment as Association President shall accrue sick leave during their term of office.
- b. The Association president shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness.

Such days, or partial days, shall be deducted from the Association President's accumulated sick leave credits.

4. Continuity of Service

For the purposes of pension, experience and seniority, the Association President shall be deemed to be in the full employ of the Board.

5. Assignment on Return

On the expiration of the Association President's secondment, they shall be assigned a teaching position in their previous school or to another mutually acceptable position.

6. Administration

Salaries and benefits of the Association President shall be administered by the Board and billed to the Association for payment on a monthly basis, commencing September 30 of each year.

ARTICLE A.23 RELEASE TIME FOR ASSOCIATION, BCTF/CTF AND TEACHER REGULATION BRANCH BUSINESS

1. Activities Covered

- a. An Association staff representative; or
- b. A member of a committee or task force of the BC Teachers' Council;

shall be entitled to release time from instructional duties without loss of pay to carry out the duties involved. Such release from duties shall be granted in accordance with Article A.23.2, subject to the Board being reimbursed for the cost of the teacher teaching on call.

2. Release Time

- a. The total number of days release time granted per school year, pursuant to Article A.23.1, shall not exceed the following:
 - i. 15 days for a member of the BC Teachers' Council;
 - ii. five days for other release time pursuant to Article A.23.1, with up to an additional five days release time for a member of a BCTF committee.
- b. Release time beyond the time referred to in Article A.23.2.a may be granted upon application to the Board.
- c. Should the Board be unable to obtain the services of a satisfactory teacher teaching on call, the request for release time may be denied.

3. Collective Bargaining and Arbitration

Release time for meetings in direct collective bargaining with the Board or for attendance at arbitration hearings pursuant to Article A.6, shall be approved beyond the limits set out above. Teacher teaching on call costs will be borne by the Board to a maximum of 40 person-days.

4. Appointment or Secondment to the BCTF

In the event that an employee covered by this agreement is appointed or seconded to the administrative staff of the BCTF on a term contract, leave of absence shall be granted without pay for the duration of those duties up to a maximum of four years. Leave beyond this time may be granted upon application to the Board.

Normally, such leave shall be granted only if the leave of absence commences at the beginning of a school term and ends at the end of a school term.

5. Continuity of Service

In the event of secondment, the employee shall be deemed to be in full employ of the Board for the purpose of pension. For the purpose of seniority, the employee shall be deemed to be in full employ of the Board.

6. Assignment on Return

On the expiration of A.23 leave, the employee shall be assigned to a teaching position in their previous community. If, in the opinion of the Superintendent, a suitable position is not available in the employee's previous community, after consultation with the Association President, the employee shall be assigned to another mutually acceptable position. In the event that the question of a mutually acceptable position is not resolved, the Association President and the Superintendent will meet with the employee to resolve the problem.

ARTICLE A.24 EMPLOYEE PROTECTION

1. Picket Line at Workplace

All employees shall have the right to refuse to cross or work behind a duly constituted picket line erected in a strike or lockout defined in the Labour Relations Code of British Columbia.

2. Other Picket Lines

No employee shall be required to cross a picket line encountered in carrying out school Board business except in an emergency, and the refusal shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board.

3. Employee Duties

The Board shall not request, require, nor direct an employee to do work or carry out duties normally performed by non-teaching employees engaged in a strike or who are locked out, nor shall an employee request, require, or direct pupils to carry out such duties.

Employees shall perform those duties required by the School Act and Regulations.

4. Replacement Employees

Employees shall not be required to work directly with persons who are hired and are paid to perform any of the duties normally performed by non-teaching employees on strike or who are locked out.

5. Failure to Report

Any employees failing to report for duty pursuant to Articles A.24.1 or A.24.4 shall be considered to be absent without pay.

ARTICLE A.25 STRIKE/LOCKOUTS

1. No Strikes or Lockouts

There shall be no strikes or lockouts, as defined in the Labour Relations Code of British Columbia, by the parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

2. Employees on Strike

During a strike, those employees failing to report for duty shall be considered to be absent without pay.

ARTICLE A.26 EXCLUSION FROM THE BARGAINING UNIT

1. Position within The Bargaining Unit

Any position that is currently included in the bargaining unit in accordance with Article A.2.1 may not be excluded from the bargaining unit without the agreement of the Association.

2. Administrative Officer Positions

When consideration is being given to the creation of Administrative Officer positions, the Board shall consult with the Association and shall provide the Association with a description of the contemplated duties of the position.

3. New Positions in the District

The Board shall notify the Association of all new positions offered in the District, and send to the Association President a written job description(s) for the new position(s).

4. Positions Excluded from the Bargaining Unit

All new positions shall be included in the bargaining unit in accordance with Article A.2.1 except positions excluded for reasons relating to the Labour Relations Code or the School Act and Regulations. In these cases, the Board will discuss the reasons for exclusion with the Association.

5. Disputes Regarding Inclusion/Exclusion

Any disputes regarding inclusion/exclusion of positions may be referred to the Labour Relations Board by either party.

ARTICLE A.27 MANAGEMENT RIGHTS

The Association recognizes and affirms the right and responsibility of the Board to manage and operate the school district as long as this is not in conflict with, nor inconsistent with, the provisions of this Agreement.

ARTICLE A.28 NO CONTRACTING OUT

1. Work Performed by Members

All work performed by members of the bargaining unit as part of regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.

2. No Contracting Out

Except as mutually agreed upon between the Board and the Association, the Board shall not contract out duties of the type and kind that would normally and regularly be performed by a teacher. Such agreement shall not be unreasonably withheld.

ARTICLE A.29 DISTRIBUTION

1. Distribution of Agreement

The Agreement shall be printed and distributed to all employees, including teachers teaching on call, in a format as mutually agreed upon between the Board and the Association, no later than 30 calendar days following ratification by the Board and the Association.

2. Cost of Printing

The cost of printing the Agreement shall be shared equally between the Board and the Association.

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

July 1, 2019

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,084	\$ 54,194	\$ 57,209	\$ 58,269
1	\$ 51,588	\$ 57,165	\$ 60,400	\$ 61,537
2	\$ 54,092	\$ 60,134	\$ 63,590	\$ 64,805
3	\$ 56,596	\$ 63,104	\$ 66,780	\$ 68,072
4	\$ 59,100	\$ 66,075	\$ 69,971	\$ 71,340
5	\$ 61,604	\$ 69,046	\$ 73,162	\$ 74,608
6	\$ 64,108	\$ 72,016	\$ 76,352	\$ 77,876
7	\$ 66,611	\$ 74,985	\$ 79,543	\$ 81,144
8	\$ 69,116	\$ 77,957	\$ 82,733	\$ 84,412
9	\$ 71,619	\$ 80,927	\$ 85,924	\$ 87,679
10	\$ 76,348	\$ 86,414	\$ 91,788	\$ 93,676

July 1, 2020

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 50,066	\$ 55,277	\$ 58,353	\$ 59,434
1	\$ 52,619	\$ 58,308	\$ 61,608	\$ 62,767
2	\$ 55,173	\$ 61,337	\$ 64,862	\$ 66,101
3	\$ 57,728	\$ 64,366	\$ 68,116	\$ 69,433
4	\$ 60,282	\$ 67,396	\$ 71,370	\$ 72,767
5	\$ 62,836	\$ 70,427	\$ 74,625	\$ 76,100
6	\$ 65,390	\$ 73,456	\$ 77,879	\$ 79,433
7	\$ 67,943	\$ 76,485	\$ 81,134	\$ 82,767
8	\$ 70,499	\$ 79,516	\$ 84,388	\$ 86,100
9	\$ 73,052	\$ 82,545	\$ 87,642	\$ 89,433
10	\$ 78,638	\$ 89,007	\$ 94,541	\$ 96,486

July 1, 2021

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 51,067	\$ 56,383	\$ 59,520	\$ 60,623
1	\$ 53,672	\$ 59,474	\$ 62,840	\$ 64,023
2	\$ 56,277	\$ 62,564	\$ 66,159	\$ 67,423
3	\$ 58,882	\$ 65,654	\$ 69,478	\$ 70,822
4	\$ 61,487	\$ 68,744	\$ 72,798	\$ 74,222
5	\$ 64,093	\$ 71,835	\$ 76,117	\$ 77,622
6	\$ 66,698	\$ 74,926	\$ 79,437	\$ 81,022
7	\$ 69,302	\$ 78,015	\$ 82,756	\$ 84,422
8	\$ 71,909	\$ 81,106	\$ 86,076	\$ 87,822
9	\$ 74,513	\$ 84,196	\$ 89,395	\$ 91,221
10	\$ 80,211	\$ 90,787	\$ 96,432	\$ 98,416

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 retroactive 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.

ARTICLE B.2 TTOC PAY AND BENEFITS

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

Local Provisions:

7. Service shall not be considered broken by a non-instructional day. Teachers teaching on call shall not receive pay for non-instructional days.
8. A Teacher teaching on call assigned to a school for a full day and not utilized shall be assigned duties by the Administrative Officer and paid a full day's wages.

9. A Teacher teaching on call assigned to a school for a half-day and not utilized shall be assigned duties by the Administrative Officer and paid for a half-day's work.
10. No Teacher teaching on call assignment shall be for less than 40% of a full day.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

PCA Article B.3 does not apply in School District No. 85 (Vancouver Island North).

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.

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

Local Provisions:

12. Employee Self-Directed Registered Retirement Savings Plan
 - a. The Board and Association agree to the establishment of a self-directed RRSP, hereinafter called the Plan.
 - b. Employees participating in the Plan agree that neither the Board nor the Association will be liable for any financial losses of the Plan or participating Employees.
 - c. Scotia McLeod shall be the investment company for the Plan.
 - d. Employees will contribute to the Plan by payroll deduction.

- e. The Board and the Association will nominate one representative each to a Group RRSP committee. When necessary, the committee will meet to recommend:
 - i. New procedures to administer the Plan; and
 - ii. a change in the investment company for the Plan.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

PCA Article B.7.2 is not applicable in S.D No. 85 (Vancouver Island North).

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

Local Provisions:

3. Personal Professional Materials

a. Replacement of Materials

The Board will replace employees' personal professional materials lost through theft, fire or damage while on School Board property, to a maximum of \$500 provided that:

- i. the materials are required for teacher reference or classroom instruction, consistent with Article F.20;
- ii. the materials are listed in a personal professional materials inventory maintained in the general office of the school.

b. Employee Responsibility

It shall be the responsibility of the employee to inform the Principal of any addition or deletion to the personal professional materials inventory.

c. Personal Insurance

If such a loss is covered under the employee's personal home policy, the amount payable pursuant to this Article shall be limited to the amount of the deductible provided for in such a policy.

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

PCA Article B.8.1 through B.8.10 is not applicable in S.D. No. 85 (Vancouver Island North).

Local Provisions:

11. Optional Twelve Month Pay Plan

- a. The Board and Association agree to the establishment of an optional twelve month pay plan, hereinafter called the Plan.
- b. Employees on continuing appointment, or employees on a temporary appointment of at least six months, ending on June 30, may participate in the Plan, subject to meeting the deadline in item 3 below.
- c. Each year, employees who wish to participate in the Plan must complete a form for that purpose. Forms should be received by Payroll on or before September 22 in order to be included in the payroll for September. Forms received after the September payroll has been processed will not be accepted.
- d. In September, employees may withdraw from the Plan or change their deduction amount using the same form.

- e. Employees contribute to the Plan by payroll deductions. Amounts are deducted from net pay each month and paid back to participating employees the following summer.
- f. During the second week of July, participating employees will be mailed four cheques dated July 15, July 31, August 15 and August 31. Each cheque will equal one quarter of the employee's contributions for the year plus interest. Effective in the summer of 2009, payments will be made by Electronic Funds Transfer, with email notification.
- g. Interest is based on contributions to-date and the interest rate will be the Bank of Canada prime rate less 2.5%, compounded monthly from October 1 to June 30.

ARTICLE B.9 PAY PERIODS

PCA Article B.9.1 through B.9.3 is not applicable in S.D. No. 85 (Vancouver Island North).

Local Provisions:

4. Regular Employees

Employees shall be paid in ten monthly installments, with a mid-month advance of 40% of their net salary. This advance will be paid on the teaching day closest to the 15th of the month. The month-end payment will be made on the second-to-last teaching day of the month.

5. Automatic Deposits

The pay of each employee shall be automatically deposited into the account in the financial institution designated in writing by the employee.

6. Teachers teaching on call

The Board shall pay to each teacher teaching on call all wages, inclusive of allowances in lieu of benefits and statutory holidays, earned for the pay period, on a bi-weekly basis.

7. Statement of Earnings

The Board shall provide each employee with a written statement of wages on every pay day.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2019 \$ 0.56 c/Km

Effective July 1, 2020 \$ 0.57 c/Km

Effective July 1, 2021 \$ 0.58 c/Km

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
4. PCA Article B.10.4.a through B.10.4.f is not applicable in School District No. 85 (Vancouver Island North).

g. School Districts No. 50, 72 and 85

The Board agrees to reimburse non-resident employees working in a community to which they are involuntarily transferred, or assigned as a result of the layoff/recall process. Reimbursement will be for the standard fares associated with ferry travel required due to such an involuntary transfer or assignment as described above. Reimbursement will be based upon production of receipts. Employees who worked in a community other than the one in which they resided prior to such assignment and/or transfer are not eligible for reimbursements.

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

ARTICLE B.11 BENEFITS

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

Local Provisions:

5. Benefits - General

a. Pension Plan Contributions

All employees and teachers teaching on call must contribute to the Teachers' Pension Plan as required by the Plan.

b. Master-Benefit Plans [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2.]

The Board shall provide the Association with a copy of all master-benefit plans.

c. Financial Statements [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2 and LOU No. 9.]

In addition, if available, the Board shall annually provide the Association with a copy of the financial/actuarial statements for all employee benefit plans. The carrier of these plans shall not be altered or amended without prior consultation with the Association.

6. Benefits – Coverage

a. Medical Services Plan and Extended Health Plan

If not otherwise covered, employees, upon appointment, shall participate in the Medical Services Plan and the Provincial Extended Health Benefit Plan.

The Board shall pay 90% of the related premium costs for participating employees.

b. Dental Plan

If not otherwise covered, employees, upon appointment, shall participate in a dental plan. The plan will include the following coverage:

- i. 100% Plan "A" (basic service);
- ii. 60% Plan "B" (prosthetic appliances, crowns and bridges);
- iii. 50% Plan "C" (orthodontics) - \$2,500 limit. Effective July 1, 2015, Plan C coverage and lifetime limit are per the provincial minimums.

The Board shall pay 85% of the related premium costs for participating employees.

c. Group Life Insurance

Employees, upon appointment, if eligible, shall participate in the Wawanesa Group Life Insurance Plan "B". The cost of such participation shall be borne totally by the Board.

d. Optional Life Insurance

The Board will administer the BCTF Optional Term Life Insurance Plan and deduct monthly premiums from the salary of those employees participating in the plan. Premiums will be paid fully by the participating employees.

e. Death Benefits

In the event of the death of an employee, who, at the time of death, had been employed by the Board continuously for six months, the Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased employee for a period of three months after the death of the employee.

f. Salary Indemnity Plan

Employees, upon appointment, if eligible, shall participate in the BCTF Salary Indemnity Plan. The cost of such participation shall be borne totally by the employee.

ARTICLE B.12 CATEGORY 5+

1. Eligibility for Category 5+

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

2. Criteria for Category 5+

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

3. Salary Rate Calculation

- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.

4. Application for Category 5+

- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
- b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

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

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

ARTICLE B.20 DETERMINATION OF INITIAL SALARY SCALE PLACEMENT

1. Initial Placement

- a. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, and in accordance with years of experience as determined by Article B.21.
- b. At the time of appointment, the Board shall advise the employee, in writing, of the documentation required to establish initial scale placement and the requirement to advise the Board if any delay is expected in meeting the deadline, by referring the employee to Articles B.20.1, B.20.2, and Article A.6.

2. Establishment of Salary Status

- a. The category and number of years experience shall be known as a teacher's salary status.
- b. It shall be the responsibility of the individual employee to establish salary status with the Board by submitting all documentation required to establish such salary status.
- c. Such documentation shall be submitted within two months of commencement of employment.
- d. If delays in obtaining the necessary documentation are caused by circumstances beyond the employee's control, the Board shall extend the time limit upon written request of the employee.
- e. The Board shall advise the employee, in writing, of any incomplete documentation and shall pursue the matter with the employee.
- f. The Board shall notify the employee, in writing, of the category and the experience placement that has been assigned.

3. Appeal

- a. In the event that an employee wishes to appeal their placement on the salary scale, for category and/or experience, the employee must apply, in writing, to the superintendent for adjustment.
- b. In the event that the matter is not satisfactorily resolved and the employee wishes to appeal further, the grievance procedure, as outlined in Article A.6, will apply.

4. Improved Salary Status

- a. Salary adjustment in respect of improved salary status claimed in writing before November 1, and proved before the succeeding January 1, shall take effect from the preceding September 1.
- b. Salary adjustment in respect of improved salary status claimed in writing before March 1, and proved before the succeeding May 1, shall take effect from the preceding January 1.
- c. If delays in obtaining the necessary documentation are caused by circumstances beyond the employee's control, the Board shall extend the time limit upon written request of the employee.

5. Letter of Permission

The category, for salary purposes, of a person holding a letter of permission for teaching, shall be one category below that employee's years of academic preparation for teaching as determined informally by the evaluator of the Teachers' Qualification Service.

ARTICLE B.21 RECOGNITION OF EXPERIENCE

1. Principle

The following shall apply in determining the number of years' experience credit applicable for increment purposes.

2. Full-Time, Full-Year Service

A minimum of eight months full-time employment during one school year is required to constitute a year's experience.

3. Other Service

- a. Where an employee has completed, in public schools, two consecutive periods of regular half-time employment, each of a minimum of eight months' duration, the two periods may be combined to constitute a year's experience.
- b. Employees appointed for a full school year or calendar year (or eight months thereof) in British Columbia schools as bona fide part-time teachers qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit, the cumulative percentage of time over a number of years must equate to at least eight months full-time employment (e.g., a person who teaches for two full school years on 40% time would qualify for a year's experience).
- c. Partial year and short-term appointments, as determined in accordance with this article, totaling ten months or more, may be combined to constitute a year's experience.

4. Teacher teaching on call Service

For the purposes of placement on scale, TTOC service shall be calculated as follows:

- a. Teacher teaching on call experience shall accumulate for experience credit, with 16 days of teaching on scale equal to one month experience and with 160 days of teaching on scale equal to one year of experience.
- b. For the purpose of the recognition of such experience for salary purposes, the following shall apply:

Where, in public schools, an employee has completed two periods of teaching on call, each less than eight months of full time equivalent employment, but totaling 10 months or more of full time equivalent employment, the two periods may be combined to constitute a year's experience.

[Note: TTOC Experience Credit is accrued in accordance with Article C.4 Teacher Teaching on Call Employment and can be transferred in accordance with provincial Letter of Understanding No. 16.

5. Other Teaching Experience

Full credit shall be granted for teaching experience:

- a. in government inspected schools in Canada, the U.S.A. and the Commonwealth;
- b. Provincial Government Schools or similar provincial institutions;
- c. Department of National Defence Schools;
- d. as a full-time member of a Faculty of Education in Canada or in any other member of the Commonwealth or in the U.S.A. recognized by the Ministry of Education.
- e. in government inspected schools from outside Canada, the U.S.A. and the Commonwealth in accordance with the evaluation by the Superintendent of such experience relative to the experience referred to in Article B.21.5.a, following a meeting with the Association president or their designate.

Such credit shall be granted upon presentation of acceptable proof of such experience.

6. Journeyman or Equivalent Status

- a. Where an employee has journeyman or equivalent status in a vocational or fine arts field, and is engaged full-time in teaching a subject or subjects within that field, a higher salary or additional recognition may be granted in accordance with Article B.21.6.b.
- b. Half recognition may be granted for experience in the vocational or fine arts field, subject to a maximum of half recognition of ten years' experience where the experience was gained after attainment of journeyman or equivalent status (e.g., eight years journeyman certification, four years teaching experience, 14 years journeyman certification, five years teaching experience).

7. Experience While on Leave

- a. Absence while on paid sick leave, pregnancy and/or parental leave as per the Employment Standards Act (up to 52 weeks), long-term educational leave and extended sick leave (up to the balance of the school year in which the extended sick leave commenced) shall carry full experience credit.
- b. Full-time service to the Association shall carry full experience credit.
- c. Full-time service to the BCTF (up to a maximum of two years) shall carry full experience credit.
- d. Part-time service to the Association and the BCTF shall be credited as for part-time teaching (in accordance with Articles B.20.3.a and B.20.3.b).
- e. Secondment to the Ministry of Education (up to a maximum of one (1) year) shall carry full experience credit.
- f. Secondment to a recognized university or college (up to a maximum of one (1) year) shall carry full experience credit.
- g. Secondment to the Teacher Regulation Branch (up to a maximum of one (1) year) shall carry full experience credit.
- h. Service with Canadian University Services Overseas (CUSO) or the Canadian International Development Agency (CIDA) (up to a maximum of two (2) years) shall carry full experience credit.
- i. Teaching experience in a school while on an approved exchange shall carry full experience credit.

8. Increment Anniversary Dates

Subject to other conditions in this agreement, an increment shall be granted once annually, on September 1 or January 1, to the applicable employee.

9. Letter of Permission

No experience shall be recognized until such time as a person who has held a letter of permission receives their teaching certification. Upon appointment to the district, with this certification, all previous teaching experience within School District No. 85 will be recognized.

10. Recognition of Other Service

Employees with service not covered by the foregoing shall be allowed experience credit for such service as is approved by the Board and the Association.

ARTICLE B.22 POSITIONS OF DISTRICT RESPONSIBILITY

1. Description of Duties

The Board, in consultation with the Association, shall draw up descriptions of duties for all positions of district responsibility.

2. New Positions

Whenever a new position of district responsibility is contemplated or an existing position is eliminated, the Board shall consult with the Association prior to implementation. A description of duties for a new position of district responsibility shall be prepared in accordance with Article B.22.1. If an existing position is changed, the description shall be so amended in accordance with Article B.22.1.

3. Teacher in Charge

- a. In the event that all Administrative Officers and/or head teachers assigned to the school are absent for a half-day or more, and no other supervisory employee is designated to be in charge, the Administrative Officer shall ask for volunteers to be designated as Teacher in Charge. If there is no suitable volunteer, the Administrative Officer may designate an employee as Teacher in Charge.
- b. An employee designated as Teacher in Charge shall assume the duties specified in this Article for periods not exceeding five (5) consecutive days at any one time.
- c. The Teacher in Charge shall strive to assure that the safety of students and security of the school are maintained, and shall deal with such emergent matters as may arise, with required assistance from District Office staff. Routine attendance recording and information reporting, as required, shall be maintained. However, the Teacher in Charge shall not be responsible for major administrative or managerial duties, and specifically shall not have supervisory responsibilities in relation to other employees.
- d. When acting as Teacher in Charge, the employee shall be provided with sufficient teacher teaching on call time to be relieved of regular teaching duties to assume the administrative duties and shall be paid an allowance per day:

Effective July 1, 2019	\$15.40
Effective July 1, 2020	\$15.71
Effective July 1, 2021	\$16.02

ARTICLE B.23 ALLOWANCES

1. Isolated Schools Travel

- a. The Board shall pay an annual travel allowance to the employee assigned to Quatsino Elementary School. This travel allowance shall be deemed to be 50% for medical purposes and 50% for vacation purposes.

i. Quatsino Elementary School:

Effective July 1, 2019	\$1,925.20
Effective July 1, 2020	\$1,963.70
Effective July 1, 2021	\$2,002.98

- b. The Board shall provide full-time employees assigned to Alert Bay and A.J. Elliott Elementary Schools, up to three afternoons of release time per school year for the purpose of personal or professional travel. Release time not used is forfeited at the end of the year. Scheduling of this release time will be determined in consultation with the Administrative Officer.
- c. The Board shall provide, to part time employees assigned to the schools referred to in Article B.23.1.b, release time in proportion to time worked in afternoons.

2. First Aid Allowance

The Board shall reimburse employees for applicable course fees for safety-oriented first aid or other equivalent first aid courses, to a maximum, as shown below, upon successful completion of the course. It will be the responsibility of the employee to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.

Effective July 1, 2019	\$64.17
Effective July 1, 2020	\$65.45
Effective July 1, 2021	\$66.76

ARTICLE B.24 PART-MONTH PAYMENT AND DEDUCTIONS

1. Monthly Salary

An employee shall be paid 1/10 of current annual salary in respect of each month in which the employee works all prescribed school days that month.

2. Rate of Deduction

The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the employee.

3. Salary Adjustment Formula

- a. The salary of an employee whose appointment commences or terminates other than at the beginning or end of the school year shall be determined as follows:

Days Worked in Month X 10% of Annual Salary

Days Prescribed in Month

- b. For employees commencing after the first school day in the school year, the first month's salary will be adjusted so that each subsequent month is on scale.

ARTICLE B.25 PART-TIME EMPLOYEES - SALARIES AND BENEFITS

1. Salaries

Part-time employees shall be paid the percentage that corresponds with their appointment.

2. Benefits

Part-time employees shall be eligible to participate in all benefit plans.

ARTICLE B.26 IMPLEMENTATION

No employee shall suffer a loss in salary due to the implementation of this Agreement.

ARTICLE B.27 EARLY RETIREMENT INCENTIVE PLAN

1. Early Retirement Incentive Bonus

The Board will pay an early retirement incentive bonus to employees who retire from the school district before reaching age sixty-five (65), subject to the following conditions:

The employee must:

- a. be between the ages fifty-five (55) and sixty-four (64) inclusive;
- b. have ten (10) years of active service with the Board.

2. Payout

- a. The Board will pay out the incentive bonus either in the year the employee retires or during the year following retirement and shall be calculated as a percentage of the employee's salary scale in the following amounts:

Age in Month of Retirement	Percentage of Annual Salary
55-59 years of age	35%
60-64 years of age	25%

- b. The salary used in the calculation of the incentive bonus will be based on an average of the employee's five best years of service.

3. Advice

The Board and the Association will encourage the employee to seek investment and income tax advice to ensure receipt of payment is in the most advantageous manner. The Board shall require 30 days written notice as to how the money is to be disbursed.

4. Benefits

If the employee so desires, they may continue on the Board's benefit program (MSP, Dental, EHB, insurance) after retirement until they reach the age of 65 at no cost to the Board.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. **Porting Seniority**
 - a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

3. Teacher Teaching on Call (TTOC)

- a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a TTOC shall be credited:
 1. one half (1/2) day for up to one half (1/2) day worked;
 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
 - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.
4. An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
 5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

Local Provisions:

7. Principle of Seniority

Increased length of service in the employment of the Board entitles employees to increased security of teaching employment provided that they possess the necessary qualifications.

8. Definition of Seniority

- a. In this article, "seniority" means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. For the purpose of calculating length of service, part-time teaching in a .4 or greater assignment shall be credited fully from September 1, 1983, as if it were full-time service.

In addition to the foregoing, the seniority for an employee on a continuing contract shall include:

- i. Teacher teaching on call seniority accumulated pursuant to Article C.2.3; and
 - ii. Seniority ported in accordance with Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority in any school year.
- b. When the seniority of two or more employees is equal pursuant to Article C.2.8.a the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- c. When the seniority of two or more employees is equal pursuant to Article C.2.8.b, the employee with the greatest number of days of teaching on call with the Board prior to appointment shall be deemed to have the greatest seniority.
- d. When the seniority of two or more employees is equal pursuant to Article C.2.8.c, the employee with the greatest aggregate length of service with another authority recognized for salary experience purposes in this collective agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two or more employees is equal pursuant to Article C.2.8.d, the employee with the earliest application for employment with the Board shall be deemed to have the greatest seniority.
- f. For the purpose of this Article, leaves of absence in excess of one month shall not count towards aggregate length of service with the Board, except:
- i. maternity leave;
 - ii. educational leave;
 - iii. parenthood leave;
 - iv. leave for duties with the Association or the British Columbia Teachers' Federation;
 - v. secondment to the Teacher Regulation Branch , Ministry of Education, a faculty of education or pursuant to a recognized teacher exchange program;
 - vi. long-term sick leave;
 - vii. leave for teaching with the Department of National Defence or Canadian Universities Services Overseas or Canadian International Development Agency;
 - viii. approved cultural leave;
 - ix. leave for elected office at the provincial or federal level for a period not to exceed one term;
 - x. compassionate care leave pursuant to G.2.

- g. For the purposes of this article, continuity of service shall not be deemed to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three years, or by layoff or re-engagement pursuant to this article.

9. Seniority List

The Board and the Association shall, by October 15 of each year, establish a list of all employees in order of seniority, calculated according to Article C.2.8, setting out the length of seniority as of September 1 of that 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 TEACHER TEACHING ON CALL 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.

ARTICLE C.20 LAYOFF, RECALL, AND SEVERANCE

1. Definition of Qualifications

The necessary qualification for an available staff assignment shall be based on the following criteria:

- a. certification;
- b. recent experience in a similar assignment or demonstrated ability as documented in official reports which would indicate that the individual could perform the

duties. Additionally, other less formal training and experience that is applicable to the teaching assignment shall also be considered;

- c. academic preparation, suitability of major and minor subject fields, program concentrations and subsequent training.

2. Security of Employment Based on Seniority and Qualifications

- a. When for educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of employees, the employees to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications as outlined in Article C.20.1 for the positions available.
- b. For the purposes of Article C.20.2.a, educational or budgetary reasons includes reductions necessitated by enrollment shifts, elimination, reduction or alteration of educational programs or services, and changes in the utilization of schools or facilities.
- c. For the purposes of this Article, "layoff" means the layoff of employees on continuing appointment.
- d. The Board's right to transfer in relation to this article shall not be subject to any other provisions of this Agreement otherwise dealing with transfer.
- e. The Board shall give each employee it intends to layoff pursuant to this Article, 45 days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the layoff, and a list of the teaching positions, if any, in respect of which the Board proposes to retain an employee with less seniority. The Board shall concurrently forward a copy of such notice to the Association.
- f. Employees who have received layoff notice pursuant to Article C.20.2.e may bump any employee on a continuing appointment with less seniority provided that the employee exercising bumping rights possesses the necessary qualifications, as defined in Article C.20.1, for the position claimed.
- g. An employee shall notify the Board, in writing, within five days of receiving layoff notice, whether bumping rights will be exercised or whether the employee opts to accept layoff. If the employee chooses to exercise bumping rights, the employee shall identify the position they are claiming.
- h. The notice period set out in Article C.20.2.e shall not apply to layoffs necessitated by the exercise of bumping rights pursuant to this article.
- i. The Board shall notify the Association, in writing, of any anticipated notice of layoff of continuing employees that result from the application of Article C.20.2.f.

3. Employees' Rights 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 Agreement, first offer re-engagement to the employee who has the most seniority among those laid off, pursuant to this article, provided that employee possesses the necessary qualifications, as defined in Article C.20.1, for the available position. If that employee declines the offer, the position shall be offered to the employee 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 employees who have been laid off pursuant to this article.
- b. An employee who is offered re-engagement pursuant to Article C.20.3.a shall inform the Board, within three working days of the receipt of such offer, whether or not the offer is accepted.
- c. The Board shall allow up to 30 days from acceptance of an offer under Article C.20.3.b for the employee to commence teaching duties. The Board and the employee may mutually agree to extend this time limit. The Board may employ a teacher teaching on call for the position until the employee accepting the position is available.
- d. An employee's right to re-engagement under this section is lost if:
 - i. the employee elects to receive severance pay in accordance with Article C.20 of this Agreement;
 - ii. the employee refuses to accept two positions of equal or greater percentage of time and not requiring one way travel of more than 80 kilometres on paved roads or for which there are no ferry connections and for which the employee possesses the necessary qualifications;
 - iii. 27 months elapse from the date of layoff in accordance with this Article and the employee has not been re-engaged.
- e. Article C.20.3.d.ii does not apply if, at the time of such offers, the employee would be entitled to maternity leave, or such offers would require the employee to interrupt attendance at a university in mid-session.
- f. With the exception of a position temporarily vacant, an employee who held a continuing appointment at the time of layoff shall be entitled to a continuing appointment in accordance with Article C.20.3.a. Acceptance of a temporary appointment shall not affect an employee's continuing appointment status.
- g. Should an employee on the recall list be hired by the Board to a temporary appointment, then at the conclusion of that temporary appointment, the employee shall resume the time left on the employee's 27-month re-engagement period as it was at the time of acceptance of the temporary position.

4. Retraining During Layoff

- a. In the event of an employee's layoff, an employee may request and shall be entitled to a leave of absence without pay for up to one year for the purpose of retraining to qualify for another position with the Board. Proof of such retraining shall be provided by the employee to the Board.
- b. In the event that the employee elects to take leave of absence for such purpose pursuant to this article, the Board shall amend the effective date of the layoff notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave, or of any extension thereof.
- c. An extension of the leave may be granted at the discretion of the Board.
- d. At the commencement of the school term next following the completion of the leave pursuant to this article, the employee shall be entitled to be assigned to a position which is vacant and for which they possess the necessary qualifications, after the application of Article E.13 and in accordance with Article C.20.3. In such event, the layoff notice shall be rescinded.
- e. In the event that no position is available at the end of the leave granted pursuant to Article C.20.4.a, the layoff notice will take effect and the employee may elect to receive severance pay in accordance with Article C.20.8 or go on the recall list.
- f. For the purposes of calculating severance pay, such leave shall not count toward service with the Board.

5. Recall List

The Board shall maintain a recall list. Copies of the list will be sent to each person on the list and the Association at least once during the fall and once during the spring each year.

6. Sick Leave

An employee re-engaged pursuant to this article shall be entitled to all sick leave credit accumulated at the date of layoff.

7. Benefits

An employee who retains rights of re-engagement pursuant to Article C.20.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement. Payment of the cost of such benefits will be made on the basis of the provisions of Article B.11, for the three-month period following the effective date of the layoff and thereafter by the employee.

8. Severance Pay

- a. An employee on continuing appointment, who has one or more years of continuous employment and who is laid off, may elect to receive severance pay during the 12 months following layoff.
- b. Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service to a maximum of one years' salary. Salary on which the severance pay is calculated shall be based on the employee's salary at the time of layoff.
- c. An employee, who receives severance pay pursuant to this article and notwithstanding Article C.20.3 is subsequently rehired by the Board, shall retain any payment made under the terms of this article, and in such case, for purposes only of Article C.20.8.b, the calculation of years of service shall commence with the date of such rehiring.
- d. An employee may choose to receive severance pay:
 - i. in one lump sum within 30 days of termination; or
 - ii. in monthly installments of 10% of the total amount payable, commencing with the next regular pay period.

9. Part-time Employees

In the selection of employees for layoff, a part-time employee who is senior to another employee shall be entitled to be retained, providing the senior employee has the necessary qualifications, if the less senior employee's assignment is of:

- a. the same percentage of time;
- b. a lesser percentage of time and the senior employee elects to claim it; or
- c. a greater percentage of time and the senior employee elects to claim it.

10. Disputes

Any question regarding the interpretation, application, or enforcement of this article shall be subject to the procedures found in Article A.6.

ARTICLE C.21 CONTINUING EMPLOYEES - EMPLOYMENT RIGHTS

1. Appointments to be Continuing

All employees appointed by the Board to the teaching staff of the district shall be appointed on a continuing appointment except for:

- a. temporary appointments made in accordance with this Agreement, and subject to the provisions of this Agreement;

- b. probationary appointments made in accordance with this Agreement, and subject to the provisions of this Agreement;

2. Appointment to Temporary Positions

If a continuing employee is appointed to a temporary position, the employee must take a leave of absence from their continuing position.

ARTICLE C.22 PART-TIME EMPLOYEES-EMPLOYMENT RIGHTS

1. Request to Increase Time

A part-time employee on continuing appointment who, prior to March 31, requests an increase in time commencing the following school year, may be granted an increase in their time provided that the increase is compatible with the organization of the school and district.

2. Continuing Appointment Maintained

An employee on a continuing appointment who is assigned to a part- time position shall remain on continuing appointment.

3. Request to Decrease Time

- a. A full-time employee on continuing appointment, who, prior to March 31, requests to teach part-time commencing the following school year, may be granted the request to teach part-time provided the assignment is compatible with the organization of the school and the district. At the request of the employee, the difference between the percentage of a part-time position and a full- time position shall be granted as personal leave.
- b. Where a full-time employee has been granted a part-time position in accordance with Article C.22.3.a, they shall select one of the following options and shall so inform the Board, in writing, by March 31 of the following year:
 - i. a one-year extension;
 - ii. a return to a full-time continuing appointment in an assignment similar to the one vacated, where available; or
 - iii. placement on a part-time continuing appointment. The Board shall not unreasonably deny such a request.

4. Job Sharing

- a. Two employees employed full time by the Board may jointly request job-sharing assignments in respect of a single full-time position.

- b. Such requests must be made no later than March 31 of the school year preceding the year for which the job-sharing assignments are sought.
- c. A job sharing request shall be made by written application given to the Superintendent with a copy given to the principal concerned.
- d. An application shall include information on how the employees propose to plan for the year, provide for the educational needs of students, report to parents and attend in-service and professional development functions, and any other information required by the Superintendent.
- e. Job sharing assignments shall be for one full school year and may be granted at the discretion of the Superintendent or designate.
- f. Where an application for job-sharing assignments is granted, salary shall be pro-rated according to the percentage of time worked by each employee.
- g. When one of the employees agrees to work due to the temporary absence or illness of the other employee, that employee shall receive payment at full pro-rata scale placement for all such work.
- h. The difference between the percentage of job-sharing assignment and a full time position shall be granted as personal leave.
- i. No more than three positions may be shared under this Article in any one school year.

ARTICLE C.23 TEMPORARY EMPLOYEES - EMPLOYMENT RIGHTS

1. Term of Appointment

- a. Temporary appointments are made for periods not exceeding one year to fill a position temporarily vacant or temporarily created, or pursuant to Article C.24.2.a.
- b. Where the Board expects an employee to be absent for more than 20 consecutive days the vacancy shall be filled by a temporary appointment. In the event that less than 15 teaching days' notice of such an absence is given, the posting requirement pursuant to Article E.20.2 shall be waived.

2. Tenure Explained

Employees being offered temporary appointment shall have their tenure rights clearly explained, in writing, at the time of appointment.

3. Number of Temporary Appointments

The number of full-time equivalent (FTE) temporary appointments shall not exceed the combined number of FTE leaves of absence and the number of FTE temporarily existing positions.

4. Conversion to Continuing Appointments

- a. Employees on temporary appointment who have:
 - i. fifteen months continuous service with the Board; or
 - ii. twenty-four months aggregate service with the Board, provided the teacher has not received an adverse teaching report;shall be granted a continuing appointment provided that Article C.23.3 is not contravened.
- b. Where two or more employees are eligible for conversion pursuant to Article C.23.4.a, the conversion of temporary appointments to continuing appointments shall begin with the employee with the greatest aggregate service with the Board.
- c. An employee who is entitled to a continuing appointment pursuant to this article shall, at the conclusion of their current temporary appointment, be entitled to apply for positions pursuant to Article E.20.3.b.i and, if unsuccessful, shall be entitled to all rights under Article C.20 as a continuing appointment employee, except that sufficient notice of layoff pursuant to Article C.20.2.e shall be deemed to have been given as part of the previous appointment.

5. Temporarily Created Positions

A position which is temporarily created and which exists for more than two consecutive years shall be made continuing or discontinued. This provision shall not apply to the temporary position created by secondment as a locally released officer of the union.

6. List of Temporary Positions and Appointments

The Board agrees to provide to the Association no later than October 1 in any school year a list of employees hired on temporary appointment for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.

7. Expiry of Appointment Before June 30

An employee whose temporary appointment expires before the end of a school year shall, for the purposes of job notification and the filling of vacancies, retain the rights of an employee on temporary appointment to the end of that school year.

ARTICLE C.24 TTOC HIRING PRACTICES

1. Principle

The Board recognizes that quality teaching on call is essential to maintaining a high standard of education in the district. In order to maintain and improve that quality, the Board endorses the following procedures.

- a. Qualified, certificated, Association members should be employed as teachers teaching on call whenever possible.
- b. A list of teachers teaching on call should be made available for the staff of each school in the district.
- c. A non-certificated Teacher teaching on call will be employed only if a teacher teaching on call is unavailable.

2. Conversion to Temporary Appointment

- a. A teacher teaching on call who has completed 20 consecutive days on the same assignment shall be granted a temporary appointment on the 21st day unless special skills are necessary to maintain an ongoing assignment.
- b. For the purposes of seniority, experience and sick leave credit in accordance with this agreement, the temporary appointment shall be calculated retroactively to the first day of service.
- c. Article C.23.7 shall not apply to employees granted temporary appointments pursuant to this Article.

3. Availability

- a. When an employee is absent from school, the Board shall employ a teacher teaching on call to replace the absent employee, subject to availability, except in those exceptional circumstances when one is not needed.
- b. Except for the teacher teaching on call as described in Article B.22.3.d, a teacher teaching on call shall be required to teach only the same number of classes as the employee they are replacing.
- c. A teacher teaching on call shall not be subject to any of the provisions of this Agreement other than Articles A.6, A.24, D.24, E.1, E.2, E.26, F.20 and any other article where so specifically stated.

4. Call-Out (*See Article B.2.8, B.2.9 and B.2.10.*)

ARTICLE C.25 PROBATIONARY APPOINTMENTS

1. Placement on Probationary Appointment

- a. Employees may be placed on a probationary appointment at any time during the first four months of either:
 - i. a continuing appointment; or
 - ii. a temporary appointment of at least six months in duration in one assignment;

exclusive of the months of July and August and any leave of absence, whichever occurs first.
- b. A probationary appointment shall not exceed four months exclusive of the months of July and August and any leave of absence.
- c. An employee shall not be placed on a probationary appointment, nor shall the Board dismiss an employee on a probationary appointment, for arbitrary or capricious reasons.

2. Procedure

- a. Prior to any recommendation to place an employee on probation, the employee shall have received from their administrative officer:
 - i. an evaluation report indicating the level of teacher performance is less than satisfactory, such report subject only to the provisions of Article E.24.4;
 - ii. a written review of weaknesses in the employee's performance, and written suggestions for improvement;
 - iii. written notice of the reasons for the recommendation to place the employee on probation.

The employee shall have been given an opportunity to meet with the Superintendent to discuss the reasons for the recommendation. The employee shall have the right to be accompanied by a representative of the Association at such a meeting.

3. Plan of Assistance

Any plan of assistance developed pursuant to Article E.24.4.e for an employee who is placed on probation shall be of no more than four months in duration.

4. Evaluation Report During Probationary Period

An employee on a probationary appointment shall not be dismissed prior to the receipt by the Board of an evaluation report, prepared during the probationary period in accordance with Article E.24 (except E.24.4.e), indicating a less than satisfactory level of teacher performance.

5. Recommendation to Terminate

- a. In the event that a recommendation to terminate the appointment of an employee placed on a probationary appointment is made to the Board, the Board shall be provided with any formal evaluation reports prepared in accordance with Article E.24.
- b. Prior to making a recommendation to terminate the appointment of an employee placed on probation, the Superintendent shall so advise the employee. The employee may then request a meeting with the Superintendent to discuss the reasons for the recommendation. At such a meeting, the employee shall have the right to be accompanied by a representative of the Association.

6. Termination

The standard for dismissal of an employee on a probationary appointment shall be a lack of suitability based on the employee's performance consistent with the evaluation criteria established pursuant to Article E.24.3.a.

ARTICLE C.26 DISMISSAL FOR MISCONDUCT

1. Just and Reasonable Cause

The Board shall not discipline or dismiss any employee bound by this Agreement except for just and reasonable cause.

2. Notification of Investigation

- a. Where an employee is under investigation by the Board for alleged misconduct, the possible outcome of which may be dismissal of the employee, the employee and the Association shall be notified in writing of that fact, by registered mail or personal delivery, unless such notification would prejudice the investigation. In any event, notification shall be given at the earliest possible time.
- b. Before any action is taken by the Board, the employee shall have the right to be accompanied by a representative of the Association at any meeting with the involved parties in connection with such investigation.
- c. When an employee is suspended or dismissed, the President of the Association shall be informed immediately.

d. **Actions Based Upon Opinion**

In those articles where an action is to be based on the opinion of the Board or its designate, the Association shall be informed, in writing, of such action.

3. Confidentiality

The Board and the Association recognize that discipline and dismissal matters be treated confidentially. Where a public statement is necessary, the Board and the Association shall attempt to issue a joint statement and, failing this, either party shall notify the other of the general content of any statement.

4. Suspension and Dismissal

Other than for suspensions pursuant to Section 15(5) of the School Act, a subcommittee of the Board, which shall have a quorum of the Board among its members, will hold a meeting with the employee prior to imposing a suspension or dismissal in respect of which:

- a. the employee and the Association shall be given at least 72 hours notice of the meeting;
- b. at the time such notice is given, the employee and the Association shall be given particulars and all available documents that will be considered at the meeting;
- c. the Association or the employee may make a written reply to the allegations prior to the meeting;
- d. should new evidence or documents pertinent to the situation become apparent before or during the meeting, such will be provided to both parties for consideration prior to being introduced;
- e. the meeting may be adjourned at either party's request for up to an additional 48 hours, to allow the parties to prepare responses to such relevant documents;
- f. the employee shall have the right to be accompanied by representatives of the Association, the BCTF, and other representatives chosen by the employee, at the meeting;
- g. the decision of the Board shall be communicated in writing to the employee and the Association, with a statement of the grounds upon which the decision was based.

5. Suspensions under Section 15(5) of the School Act

When an employee is suspended by the Superintendent pursuant to Section 15(5) of the School Act, the employee and the Association will be entitled to attend the meeting of the Board held pursuant to Section 15(7) of the Act, and that meeting shall be deemed for all purposes to be the meeting required by Article C.26.4, and the provisions of Articles C.26.4.a to C.26.4.g shall apply.

6. Suspensions Pending Discipline

When an employee is suspended with pay by the Board pending disciplinary action, all the provisions of Article C.26.4 will apply in respect of any disciplinary suspension or dismissal which follows.

7. Board Decision

When an employee is suspended or dismissed, the President of the Association shall be informed immediately. When an employee is dismissed, the employee shall be given notice of dismissal forthwith in writing setting out the reasons for the decision.

8. Grievance of Dismissal

The Association may refer a grievance regarding the dismissal of an employee directly to arbitration (Article A.6.7).

9. Disputes

Any dispute arising out of a dismissal or disciplinary action by the Board shall be subject to Article A.6 of this agreement.

ARTICLE C.27 DISMISSAL BASED ON PERFORMANCE

1. Receipt of Reports

The Board may dismiss an employee for professional incompetence after receipt by the Board of at least three reports prepared in accordance with Article E.24 which indicate a less than satisfactory level of performance over a period of time of not less than 12 calendar months or more than 24 calendar months.

2. Leaves of Absence

Absences on sick leave or other leaves of absence shall not be included in the calculation of the period referred to in Article C.27.1.

3. Report of Superintendent

At least one of the reports shall be a report of the Superintendent or their designate.

4. Other Reports

The other two reports shall include only reports of:

- a. the Superintendent or their designate;
- b. a District Principal; or
- c. the Principal (or Acting Principal where applicable) of a school to which the employee is assigned.

5. Time Between Reports

Where more than one of the three reports is written by the same person, at least six months shall have lapsed between the writing of the first and the final report by that person.

6. Transfer Requests

In assessing the potential components that might form part of a plan of assistance, the Board will consider whether a transfer request is appropriate.

7. Evaluation after Return from Leave

Where a teacher requests, and is granted, leave of absence without pay for a period of up to one year for the specific purpose of taking a program of professional or academic instruction, then a subsequent evaluation shall take place not less than three months after their return to teaching duties and not more than six months after such return. Leaves of absence taken under this Article shall result in extension of the time frames set out in Article C.27.1.

8. Notification of Dismissal

Where the Board intends to dismiss a teacher under this Article, the Board shall notify the teacher and Association of such intention and provide an opportunity for the teacher (and representative if they desire) to meet with the Board within fourteen days of such notice.

9. Grievance of Dismissal

The Association may refer a grievance regarding the dismissal of an employee under this Article directly to arbitration (Article A.6.7).

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

1. Class Size Limits

It is the Board's objective to ensure that class sizes are conducive to an effective learning situation. Staffing plans for the commencement of the school year shall be based upon the following class size limits for regularly scheduled classes.

Kindergarten/Grade 1	17 students
Primary split (grades 1/2/3/4)	22 students
Intermediate split (4/5/6/7)	27 students
Special Needs (including ESL)	13 students
Other (4 - 12)	30 students

- a. Where safety is a factor, the number of students in a laboratory, shop or other specialized classroom shall not exceed the number for which the facilities were designed.
- b. In emergency situations, an Administrative Officer may assign a student to a classroom on an interim basis for a maximum of two weeks where, in the opinion of the Administrative Officer, no other immediate practical alternative exists.

Wherever practicable, employees shall be given one day's notice of any emergency placement.

- c. Where one or more low incidence exceptional children, as defined in Article D.2.1.a, are in a regular class, the class size limits shall be reduced by one for each low incidence exceptional child.

1.2 Configurations

The Administrative Officer, in consultation with the school staff involved, shall determine the classroom configurations.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. Definition

- a. Students who are identified by the District Principal, Special Services, in consultation with the employees involved, as dependent handicapped, moderately mentally handicapped, severely handicapped, physically handicapped, visually impaired, hearing impaired or autistic will be referred to as low- incidence exceptional children.
- b. Students who are identified by the District Principal, Special Services, in consultation with the employees involved, as severe learning disabled, mildly mentally handicapped, or as eligible for severe behaviour, rehabilitation, or English as a Second Language programs will be referred to as high-incidence exceptional children.

2. Recognition

The Board and the employee will endeavour to provide exceptional students with positive educational experiences in classrooms where they are mainstreamed/ integrated with other students.

3. Consultation

When exceptional students are mainstreamed/integrated, there shall be consultation between classroom teachers, the school-based resource team, parents, Administrative Officers, district staff, students (where applicable) and other personnel (where applicable) to consider appropriate educational, medical and psychological background in order to determine a suitable educational program.

4. Placement

When the placement of an exceptional student is to occur, the Administrative Officer and the school staff will consider the following factors in determining class configurations:

- a. the student's educational needs;
- b. the number of exceptional students placed in each class;
- c. the comparative size of each class; and
- d. the provision of additional support staff.

If, after the placement of an exceptional student in an employee's classroom, the employee is not satisfied with the class configuration, resources or the level of support provided, the Superintendent shall review the matter and provide other assistance or support after consultation with the Association President.

5. Limits

There shall be a maximum of two low incidence exceptional students in a regular classroom and only one can be autistic.

6. Release Time

After consultation with the employee and the school-based team, the Board, on the recommendation of the District Principal, Special Services, will provide teachers of exceptional students with release time from instructional duties as required to assist with the exceptional students' educational programming.

7. In-service

After consultation with the employee and the school-based team, Board, on the recommendation of the District Principal, Special Services, will provide teachers of exceptional students with appropriate in-service training.

- a. Whenever practicable, in-service shall be arranged prior to initial placement of exceptional students.
- b. Appropriate ongoing in-service shall be provided as deemed necessary by the District Principal, Special Services, in consultation with the employee and the school-based team.
- c. When such in-service training is initiated by the Board for the months of July and/or August the training can only occur with the consent of the employee and the employee shall be paid at the rate of 1/200 of annual salary for each day of training.

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	1:563 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:450 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:220 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:33.3 ESL/ELL students	BCTF/BCPSEA agreement (email May 4, 2017)

ARTICLE D.4 PREPARATION TIME

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

Local Provisions:

4. Purpose

Preparation time is provided for the purpose of lesson planning, collecting materials, group planning, and other duties related to teaching. It occurs when classes are in session.

5. Secondary Classroom Teachers

Each full-time equivalent classroom teacher in a secondary school shall receive a minimum of three hours of preparation time per week averaged over the course of a school year.

6. Elementary Classroom Teachers

Each full-time equivalent teacher in an elementary school shall receive a minimum of 90 minutes preparation time per week, averaged over the course of a school year. (One hundred (100) minutes effective September 17, 2014 and one hundred ten (110) minutes effective June 30, 2019.)

7. Part-time Teachers

Employees appointed to part-time positions shall receive preparation time on a pro rata basis included in the appointment.

8. Non-Classroom Teachers

Employees with a non-classroom assignment shall have sufficient flexibility within their schedule to provide for the preparation time allocated in accordance with Articles D.4.4, D.4.5 and D.4.6.

9. TTOC Prep Time

A teacher teaching on call is entitled to the scheduled preparation time of the teacher being replaced.

10. Scheduling

The scheduling of preparation time shall be governed by the organization of the school after consultation with the staff involved, with adjustments to be mutually agreed upon between employees and the principal.

ARTICLE D.5 MIDDLE SCHOOLS

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

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

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

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

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

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

ARTICLE D.20 LEVELS OF STAFFING

1. Discussions

The parties agree that the Association will be involved in the discussion on the levels of professional staffing in the district.

2. Amendment

The parties agree that the Association will be consulted prior to any amendment being made to the professional staffing formula contained in Board policy.

ARTICLE D.21 DURATION OF SCHOOL DAY

1. Elementary School

In an elementary school the duration of the school day shall not exceed six hours inclusive of:

- a. instructional time not to exceed five hours inclusive of 15 minutes of recess;
- b. a regular noon intermission

2. Secondary School

In a secondary school the duration of school day shall not exceed six hours and 30 minutes inclusive of:

- a. instruction time not to exceed five hours and 30 minutes inclusive of homeroom and time for students to change classrooms;
- b. a regular noon intermission.

3. Part-time Assignments

Part-time assignments in secondary schools shall be scheduled in consecutive teaching blocks. Part-time assignments in schools having a rotating block schedule shall follow the scheduled rotation.

ARTICLE D.22 WORK YEAR

1. Annual Salary

The annual salary established for employees covered by this Agreement shall be payable in respect of the employee's regular work year. All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday of June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas break and spring break.

2. Inclusions in Work Year

The regular work year for the employee shall include:

- a. no fewer than five non-instructional days;
- b. one year-end administration day;
- c. two early dismissal days for preparation of report cards and parent/teacher consultation.

3. Christmas Break

The first day of Christmas break shall be on the Monday preceding December 26.

School shall reopen on the Monday following January 1. If January 1 is a Sunday, then school shall reopen on Tuesday, January 3.

4. Spring Break

The first day of spring break shall be the third Monday in March.

School shall reopen on 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. Work During July and August

An employee who, on the specific request of the Board or its designate, voluntarily agrees to work during the months of July and August shall be paid at the rate of 1/200th of their annual salary per diem. Notwithstanding the above, the employee has the right to accept days off in lieu of payment as described in this clause. The employee may elect to take one day off work during the regular work year for each day worked during July and August. It is recognized that this paragraph shall not apply to voluntary involvement in professional development and in-service activities in July and August.

6. School Closure

No teacher shall suffer loss of pay in the event of a Board ordered closure of a worksite or a Board ordered cancellation of student attendance of three days or less due to circumstances beyond the Board's control.

7. Imposed Funding Reductions

Should the Ministry of Education impose funding reductions as a result of this Article, the above shall be re-opened for the 1992/93 and subsequent school years to consider the number of legislated days in session.

ARTICLE D.23 SUPERVISION DUTIES

1. Duty-free Lunch Hour

No employee shall be required to perform lunch hour supervisory duties during their scheduled lunch period.

2. Exceptional Circumstances

In those circumstances where it is not possible, because of emergent and unforeseen circumstances, to have a noon hour supervisor present, any employee who is directed by the Board to supervise during their lunch hour shall receive \$25 per hour.

3. General Supervisory Duties

The general supervisory duties shall be distributed as equitably as possible amongst the professional staff of the school.

ARTICLE D.24 EXTRA-CURRICULAR ACTIVITIES

1. Definition

In this agreement extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.

2. Value of Activity

The Board and the Association recognize the educational and social value of extra-curricular programs and activities.

3. Voluntary Involvement

The Board agrees that any involvement by an employee in such programs or activities shall be on a voluntary basis.

ARTICLE D.25 STAFF MEETINGS

1. Notice

At least seven days' notice of regular staff meetings and at least one day's notice of the agenda items to be considered shall be given.

2. Agenda

All staff members shall have the right to submit items for consideration on the staff meeting agenda. If a request to add an item to the agenda is denied, the decision will be communicated verbally or by email to the staff member(s) concerned.

3. Minutes Written

Written minutes of staff meetings shall be kept and circulated to all staff members.

4. Attendance

Employees shall not be required to attend staff meetings:

- a. which commence prior to one hour before classes;
- b. during recess or during the noon intermission, unless such a meeting is called to consider a matter of urgent concern;
- c. on weekends, holidays or other days when school is not in session.

5. Part-time and Itinerant Teachers

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

6. Frequency

Normally there shall be one staff meeting per month pursuant to this Article except where the prevailing practice may vary that schedule.

ARTICLE D.26 TECHNOLOGICAL CHANGE

1. Definition

In this article "technological change" means:

- a. the introduction of equipment or materials of a different nature or kind than previously used;
- b. the manner, method or procedures in which the Board carries out educational operations and services related to the introduction of new equipment or materials of a different nature or kind than previous used.

2. Notice and Discussion

When it is determined that the introduction of technological change is under consideration or is to be introduced, the Board shall notify the Association, in writing, at least 90 days before the term in which the introduction of the technological change is intended to be introduced. Once such notice is given, the Board agrees to discuss the matter with the Association.

3. Information

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

- a. the nature of the change;
- b. the effective date of the change;

- c. the approximate number, type and location of Association members likely to be affected by the change;
- d. the effects that the Board expects the technological change may have on employees' working conditions.

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

4. Resolution of Problems

- a. Once notice of a technological change has been given pursuant to this article, the Board and the Association shall attempt to resolve any problems arising from the intended technological change.
- b. Such discussions shall include:
 - i. the provisions of training or retraining to one or more employees covered by this agreement;
 - ii. the transfer or re-assignment of employees to other assignments
 - iii. the protection of employees from potential health and safety hazards.
- c. Resolutions which result from the application of Article D.26.4.a shall be prepared as a letter of agreement between the Board and the Association and shall have the same effect as the provisions of this agreement.

5. Labour Relations Code Waiver

This Article represents the agreement between the Board and the Association on technological changes as contemplated by the Labour Relations Code of B.C.

ARTICLE D.27 HEALTH AND SAFETY

1. Appropriate Physical Environment

Classes shall be conducted in clean, well-maintained facilities with appropriate lighting, heating, ventilation, and other physical conditions consistent with the Workers Compensation Act and Regulations.

2. Reporting Procedure

- a. Health and safety concerns shall be reported immediately to the Administrative Officer.
- b. Recurring health and safety problems which are unresolved shall be reported to the Superintendent and the Health and Safety Committee.

- c. If the situation is not rectified, the concern may be processed through the grievance procedure.

3. School or Classroom Closure

Notwithstanding any of the above, a school or classroom may be closed only in accordance with the School Act or the Workers' Compensation Act and Regulations.

4. Training

The Board will provide training on WHMIS labels and Material Safety Data Sheets (MSDS) to new teachers and teachers not previously trained as part of the annual new employee orientation session.

5. Provision of Equipment & Clothing

- a. The Board will issue for use (but to remain the property of the Board) rubber clothing, coveralls, smocks and other protective clothing as deemed necessary by mutual agreement.
- b. The Board shall provide each school with a supply of disposable gloves and disinfectant.

ARTICLE D.28 HEALTH AND SAFETY COMMITTEE

1. Establishment of Committee

There shall be a Health and Safety Committee established by the Board which shall include at least two representatives of the Association.

2. Operation, Function and Responsibilities

- a. The operation, function and responsibilities of the Health and Safety Committee shall be consistent with the guidelines and regulations established pursuant to the Workers' Compensation Act and the School Act.
- b. The District Health and Safety Committee will meet at least three times during the school year, and shall be tasked with reviewing general trends in health and safety within the school district, assessing areas requiring training for the District's Health and Safety Representatives, and providing advice to the Board on emerging local or broader health and safety issues.

3. Committee Functions

Where the Board directs an employee who is a member of the district or school health and safety committee to perform a district or school health and safety committee function during the school day, the Board will provide release time necessary to permit the employee to perform that function.

ARTICLE D.29 ADMINISTRATION OF MEDICATION

1. Emergencies

In emergency situations, every employee has an obligation to render assistance to a pupil.

2. Medical Administration

In emergency situations, provided employees have received appropriate training, employees may be required to administer medications, or supervise the self-administration of medications, to students in school. For clarity, the *Good Samaritan Act*, RSBC 1996 c. 172, applies to employees in relation to these matters.

3. Training

The Board will provide appropriate training on the administration of any medications required for emergency situations.

ARTICLE D.30 TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS

1. When major renovations are planned in a school, the Board shall include representatives of the school staff in the planning process.
2. When construction of a new school is planned, the Board shall include representatives of the Association in the planning process.

ARTICLE D.31 HOME EDUCATION

1. Employees shall not be required to register, instruct or prepare materials or exams for home schooled students.
2. A classroom teacher required to assess or prepare reports on a home schooled student shall be given reasonable additional time to provide such services.

ARTICLE D.32 CHILDCARE FOR EVENING MEETINGS

1. If an employee is directed by the Board to attend an evening district meeting, the Board will reimburse the employee for childcare expenses which are necessarily incurred up to a maximum rate per hour to be set by the Board. The employee must submit proof of payment in order to qualify for reimbursement.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

a. Harassment includes:

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

b. Sexual harassment includes:

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

3. Resolution Procedure

a. Step 1

- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the

matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes.

b. Step 2

- i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- ii. The complaint should include the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

c. Step 3

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
 - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
 - (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.
- ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.
- iii. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.

- iv. The complainant may request:
 - (1) that the investigator shall be of the same gender as the complainant; and/or
 - (2) an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.

Where practicable the request(s) will not be denied.

- v. The investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

4. Remedies

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - i. reinstatement of sick leave used as a result of the harassment;
 - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
 - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

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

6. Training

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

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

- b. The awareness program shall include but not be limited to:
 - i. the definitions of harassment and sexual harassment as outlined in this Agreement;

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

ARTICLE E.20 POSTING AND FILLING VACANT POSITIONS

1. Definition

In this article, "vacancy" means an existing or newly created teaching position to which an employee is not assigned and which the Board intends to fill. A teaching position filled by a temporary appointee shall become a vacancy upon the expiration of the temporary appointment where such occurs at December 31 or June 30.

2. Staffing/Layoff/Recall Process

The parties agree that the following processes shall be followed for end of year staffing process, and for the issuance of layoff notices in the spring. The process for filling vacancies declared mid-year will normally begin at Step 4 (E.20.2.d).

a. Step One-Staffing

The Board shall determine the projected staffing allocations for each school for the following year by March 31, identifying the number of employees, if any, surplus to requirements for the following year. Employees who are returning from leave, and part-time employees on continuing contract who have requested a return to full-time employment pursuant to Article C.22.3.b, shall be included in these allocations.

b. Step Two-Layoff Notice

Where a school has a surplus of employees after Step One, a layoff notice shall be issued to any surplus employee at that school. Consistent with Article C.20.2.a, employees retained on the teaching staff of the school shall be those who have the greatest seniority in the district, provided they possess the necessary qualifications as outlined in Article C.20.1, for the positions available.

c. Step Three-Employee Rights

Employees in receipt of layoff notices may exercise the rights accorded to them in Article C.20.2.f (bumping), C.20.2.g (recall list), C.20.4 (retraining) and C.20.8 (severance).

d. Step Four-Posting

Vacancies will be posted and filled pursuant to E.20.3 and E.20.4.

3. Posting Vacancies

a. All vacancies for temporary and continuing positions shall be posted by district email and to the district website for at least five calendar days.

b. Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extracurricular activities and programs.

Advertisements shall list training required for the position but it is understood that such listing may not be exhaustive.

c. Vacancies for Principal and Vice-Principal positions which are to be filled through competition shall be posted by district email and to the district website.

d. Every Posting shall contain the following information:

i. identification of the teaching position to be filled, i.e. subject area(s), grade level(s) and work location, full-time or specified part-time;

ii. start date and, if applicable, end date;

iii. training required for the position but it is understood that such listing may not be exhaustive.

4. Vacancies Declared

a. Vacancies normally shall be declared after the following employees have been placed in teaching positions, subject to those employees possessing the necessary qualifications:

i. employees returning from leave of absence;

ii. employees who are transferred at the initiative of the Board, subject to the right of review;

iii. continuing employees requesting re-assignment pursuant to Article E.23.3.

b. When a vacancy for an available position is declared, the position shall be filled in the following priority subject to the applicant having the necessary

qualifications, recognizing that employees on the recall list shall have qualifications recognized pursuant to Article C.20.1;

- i. employees on continuing appointment in order of seniority;
 - ii. employees who have been employed by the Board on one or more temporary assignments, and who have not received a less than satisfactory report, in order of greatest aggregate seniority with the Board;
 - iii. applicants holding current teaching certificates;
 - iv. applicants eligible for B.C. certification.
- c. Qualifications for the purpose of Article E.20.4.b shall be based on the following criteria:
- i. certification;
 - ii. recent experience in a similar assignment;
 - iii. academic preparation, suitability of major and minor subject fields, program concentration and subsequent training;
 - iv. performance as reflected in formal evaluation reports;
 - v. the references named by the applicant including the Superintendent of the district in which the applicant last worked (only applicable to applicants referred to in Article E.20.4.b.iii and E.20.4.b.iv).
- d. Should a full-time employee, or a part-time employee with a schedule conflict between their current assignment and the available assignment, be the successful applicant, the employee shall assume the position, by mutual agreement, at one of the following times:
- i. the beginning of the next school year;
 - ii. the conclusion of the next natural break in the school year; or
 - iii. another time agreed upon by the parties.
- e. If the employee is not released under Article E.20.3.d, the vacancy will be posted on a temporary basis for the rest of the current school year.

5. Offers

- a. An applicant for appointment shall be entitled to rely on a representation of the Superintendent, an Assistant Superintendent, District Principal, Secretary-Treasurer or Administrative Officer that an offer of an appointment has been made, or that an appointment has been made.

- b. The Board shall confirm an offer of appointment in writing within 48 hours.
- c. An offer of appointment shall be deemed to have been accepted when written acceptance has been received by the Board within the time set by the Board.

ARTICLE E.21 STAFFING PROCESS

1. Staff Involvement

The school staff shall be involved in the process leading to the determination of staffing needs in a school.

2. Short listing

The staff most related to the posted or vacant position shall be involved in short listing prospective candidates.

3. Interviews

In the event that interviews are conducted locally, or where travel arrangements are practicable, a representative of the staff committee shall be given the opportunity to be involved in interviewing prospective candidates, provided that there is no cost to the Board.

4. Orientation to School

Employees newly assigned to a school staff shall receive explanations, from the Administrative Officer and/or staff committee, of the practices and procedures of the school.

ARTICLE E.22 TEACHING ASSIGNMENT

1. Establishment of Assignment

Qualifications, training, experience, distribution of workload and personal preferences of the employee shall be the basis on which an assignment is established. Teaching assignments shall not be used for disciplinary purposes.

2. Re-assignment

School administration shall discuss any re-assignment (changes in an employee's established schedule) with an employee well in advance of making the re-assignment.

3. Staff Meeting

A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and teaching assignments for the next school year.

4. Discussion of Proposed Assignment

- a. The Administrative Officer shall meet with the employee, upon request of the employee, to discuss the employee's proposed assignment. The employee may be accompanied at such a meeting by a representative of the Association.
- b. In the event that the employee is not satisfied with the proposed assignment after meeting with the Administrative Officer, the employee may, within three days of the meeting with the Administrative Officer, request a meeting with the Superintendent. The employee, Administrative Officer and Superintendent shall discuss the matter. The employee may be accompanied by a member of the Association.

5. Responsibility for Supervision

Where an employee is assigned to a position involving more than one Administrative Officer, the employee concerned shall be informed in writing as to which Administrative Officer has the responsibility for supervision.

6. New Employees

New employees shall be informed in writing, upon appointment, of the nature of their expected assignments.

7. Additional Duties

- a. Employees shall not be required to:
 - i. perform the instructional duties of an employee who is absent;
 - ii. supervise the students of an employee who is absent except in emergency situations.
- b. It is agreed that Article E.21.7.a shall not preclude an employee from undertaking such duties voluntarily.

ARTICLE E.23 TRANSFERS

1. Board-Initiated Transfers in Cases of School Closure or Declining Enrollment

- a. The Board or its designate(s) shall consult with the staff affected by a proposed school closure or anticipated declining enrollment before any transfers are made.
- b. The Board or its designate(s), in the selection of the employee, or employees, to be transferred, will:
 - i. ask for suitable volunteers; those with the greatest seniority will be selected;

- ii. choose the employee with the least district seniority and possessing the necessary qualifications, as defined in Article C.20.1.
- c. An employee who is transferred for reasons of projected enrollment decline, position reduction or other such factors shall have the opportunity of returning to their previous school in the event that the projected factors do not actually materialize and a position is re-instated.

2. Other Board-Initiated Transfers

- a. Transfers shall be made for educational reasons, or for other reasons arising from the application of this agreement. Transfers shall not be made for arbitrary or capricious reasons.
- b. No employee shall be transferred from the community in which they work without agreement of the employee, unless:
 - i. there is no vacant position in the community in which the employee works for which they possess the necessary qualifications; and
 - ii. the employee has the least seniority of employees (within the community in which they works) holding positions for which they possess the necessary qualifications.
- c. An employee may refuse such transfer and elect to be placed on the recall list in accordance with Article C.20.
- d. In the event that the Board initiates a transfer in accordance with Article E.23.2.b, reasonable moving and relocation expenses shall be paid by the Board to the employee.
- e. Whenever practicable, two months' notice of any such transfer shall be given unless the employee agrees to a shorter period.
- f. Discussions with the employee regarding a proposed transfer shall occur, whenever practicable, at least 14 days prior to notification of the transfer. The discussions shall include the employee, the Administrative Officer of the school in which the employee is currently assigned, and the Superintendent or their designate.
- g. The employee shall be entitled to have a friend who is a member of the Association and/or the BCTF accompany them during any discussions related to a proposed transfer.
- h. The nature of the transfer, and the reasons for it shall be communicated to the employee. The employee shall have the opportunity to:
 - i. consider the request and respond before the recommendation to transfer is placed before the Board;

- ii. advise the Superintendent, or designate, of any retraining requirements, in-service release time, or additional support that they believe to be necessary to adequately prepare for the proposed transfer.
- i. An employee shall not be transferred into a position removed more than one division from their area of competency without the agreement of the employee unless:
 - i. there are no vacant positions in the employee's area of competency for which they possess the necessary qualifications;
 - ii. the employee has the least seniority of employees holding positions for which they possess the necessary qualifications;
 - iii. the employee is provided with appropriate in-service, retraining and other instructional support as required in the opinion of the superintendent.
 - iv. If the application of Article E.23.2.i.iii entails a leave of absence, such leave shall be with pay.
 - v. For the purposes of this Article, the divisions are: primary; intermediate; junior secondary; senior secondary.
 - vi. Any employee who has been transferred without agreement pursuant to Article E.23.2 shall not be subject to a further transfer without agreement for three school years except for reasons arising out of the application of this Agreement.
 - vii. Insofar as is possible, all Board-initiated transfers should be completed by June 15.

3. Re-assignment Within the Same School Initiated by the Employee

- a. If an employee wishes to request a re-assignment to a vacant assignment within the same school, the employee shall submit the request, in writing, with the reasons indicated, to the Administrative Officer of the school by March 31.
- b. If the request for re-assignment can be effected, the employee shall be notified, in writing, prior to June 15. If the request for re-assignment cannot be effected, the employee shall be notified of the reasons, in writing, prior to June 30.
- c. The employee may request a meeting with the Superintendent or their designate, within seven days of the above notification, to discuss the rationale given for not effecting the re-assignment.

4. Notification

The Board will inform the Association of any transfers of employees.

ARTICLE E.24 EVALUATION OF PERFORMANCE

1. Purpose

The purpose of evaluation is to provide both an accurate and objective record of performance and to establish a plan of assistance in the event an employee's performance is found to be less than satisfactory.

2. Frequency of Reports

A report evaluating an employee's performance shall be written in accordance with the School Act and Regulations:

- a. at the request of an employee;
- b. if the professional competence of an employee is questioned by the superintendent or designate;
- c. during an employee's first year in the district, and not less than once every five years thereafter, unless the employee and the Superintendent or designate otherwise agree.

3. Criteria

- a. The criteria to be utilized in assessing individual employee performance shall be consistent with the general criteria attached to this Agreement as Appendix C.
- b. The employee shall be given a copy of the evaluation criteria when notice of evaluation is given.

4. Process

- a. The employee shall be notified at least 10 working days prior to the commencement of an evaluation process. Such notice shall be given in writing and may be given as part of the plan of assistance if a subsequent report is intended to be made in the same school year.
- b. The evaluator and the employee shall discuss and clarify the criteria, process, and the expected time line by which the evaluation shall take place.

Such process shall include:

- i. a pre-observation conference;
- ii. a series of observations;
- iii. a post-observation conference following each observation where the employee shall be provided with a written summary of the observation.

- c. An evaluation of the employee's performance shall be based on a minimum of three classroom visits, unless the employee and the evaluator otherwise agree; and on the employee's general performance consistent with the criteria referred to in Article E.24.3.a.
- d. Any concerns related to the appropriateness of time for observations shall be brought to the evaluator's attention prior to or at the beginning of an observation.

If the evaluator does not agree with the employee, then Article E.24.4.g shall be invoked prior to the next observation.

- e. If, during or after the evaluation of the employee's performance, there are specifically identified concern(s) regarding the performance of the employee, the evaluator and the employee shall mutually attempt to develop a plan of assistance.

Failing agreement, the Superintendent shall seek the agreement of the Association in the development of the plan. Failing such agreement, the Superintendent shall develop the plan. A timetable shall be developed and resources shall be identified and incorporated into any such plan.

- f. Extraordinary circumstances which adversely affect the physical environment and which are beyond the control of the employee shall not be a matter for evaluation.
- g. Where questions arise in the evaluation process, either party may seek the assistance of a mutually acceptable representative.
- h. When any of the criteria or processes set out in Article E.24 are not appropriate to the nature of the employee's assignment (e.g., non-classroom assignment), the evaluator shall discuss and establish with the employee the appropriate criteria and process to be followed.

5. The Report

- a. Every evaluation of an employee's performance shall be in writing.
- b. The content of the report shall be based solely on the personal observations of the evaluator and other factual information. The report shall include a specific, objective description of the teaching situation.
- c. The major focus of the report shall be normally on the employee's prime assignment and shall indicate clearly any discrepancies between the employee's assignment and the employee's professional training and recent experience.
- d. Involvement or non-involvement in extra-curricular activities will not be commented upon in a report.
- e. The evaluator shall provide a draft copy of the employee performance report to the employee at least two working days prior to the scheduled meeting to discuss the draft.

- f. The employee shall receive a copy of the final employee performance report at least two working days prior to the filing of the report.
- g. The employee shall have the right to submit, to the evaluator, a written commentary on the employee performance report with such commentary to be attached to the report.
- h. The final evaluation report and attachment, if any, shall be filed in the authorized personnel file at the School Board Office.
- i. Except as required by law, evaluation reports will be treated on a strictly confidential basis.
- j. A report on an employee's performance shall be completed and filed no later than the last working day in April or by another mutually agreed upon date unless such report has been requested by the employee after February 15, in which case the report shall be completed by June 1. In the case of an employee who has already received one or two less than satisfactory reports, the report shall be completed and filed by June 7.
- k. There shall be no reference to degrees of competency in the evaluation report's summative statement except that, where applicable, it shall indicate that the employee's performance consistent with Article E.24 of the collective agreement is less than satisfactory.

6. Teachers teaching on call

Every evaluation report on a teacher teaching on call shall be in writing.

7. Duties of the Superintendent

Nothing in Article E.24 shall preclude the Superintendent or designate from carrying out their duties pursuant to the School Act and Regulations.

ARTICLE E.25 PERSONNEL FILES

1. Number of Files

There shall be only one authorized personnel file for each employee, maintained at the School Board Office.

2. Disposition of School File

Prior to the departure of either the employee or the Administrative Officer from the school, there shall be a mutual review of the school file by both parties before the file is forwarded for inclusion in the School Board Office authorized personnel file.

3. Request for Access

After receiving a request from an employee, the Superintendent or designate, in respect of any School Board Office authorized personnel file, or the Administrative Officer of the school, in respect of any school file, shall grant access to the employee or designate upon verbal or written authorization.

4. Board Representative Present

An appropriate Board representative shall be present when an employee reviews their file, and the employee may be accompanied by an individual of the employee's choice.

5. Content of Files

The Board agrees that only factual material and material relevant to the employment of an employee shall be maintained in personnel files.

In the event that the appropriate Board representative does not agree to the removal of specified material, the employee may file a grievance pursuant to Article A.6.

The employee shall be informed when material critical of the employee is placed in the employee's personnel file and a copy of the material shall be given to the employee.

6. Restricted Access

Personnel files shall not be accessible to other than appropriate administrative representatives of the Board except as required by law. Personnel files shall not be made available to members of the Board. Materials in a personnel file may be made available to the Board upon request or at the discretion of the Superintendent.

7. Removal of Material

Where material critical of the employee, or in the nature of a reprimand, is placed in the file, the employee may ask to have such material removed at any time. In any event, the employee may elect to have the material removed four years after the filing, provided that no further material of that nature has been subsequently filed and provided that the material does not relate to conduct of the employee with one or more students.

ARTICLE E.26 NON-DISCRIMINATORY ENVIRONMENT

1. Principle

The Association and the Board recognize the right of all employees and students to work and study in an environment free from discrimination. The Board and the Association agree to cooperate in their attempts to eliminate discrimination in the workplace.

2. No Discrimination

The Board and the Association subscribe to the provisions and principles of the Labour Relations Code of British Columbia (Part 2, Sections 4 and 5) and the Human Rights Code of British Columbia and without limiting the generality of the foregoing, the Board will not discriminate against any employee covered by this Agreement.

ARTICLE E.27 NEW EMPLOYEE ORIENTATION

The Board and the Association shall provide, prior to September 30, an orientation program for employees newly appointed to the district at which the policies and procedures of the district and Association shall be reviewed.

ARTICLE E.28 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

1. Principle

The Board and the Association support the principle of an Employee and Family Assistance Program as a positive means of assisting employees who are in need of some form of professional assistance in resolving personal problems, pressures and stress that have affected or may affect work performance.

2. Guidelines

- a. It is understood that the use of such a program will be voluntary and confidential.
- b. A committee of the Board and the Association shall make recommendations to the Board and the Association on the operation of an Employee and Family Assistance Program.

3. Cost of Program

One half of the cost of the program shall be paid by the Board.

ARTICLE E.29 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal pursuant to Section 11 of the School Act and Board By-law of a decision of an employee, or in connection with or affecting such an employee:
 - a. the employee and the Association shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
 - b. the employee and another member of the Association shall be entitled to attend any meeting of the Board of Education at which the appeal is considered and the appellant is present; and

- c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board shall encourage the pupil and/or parent/guardian of the pupil to discuss the decision with the employee(s) who made the decision and an Administrative Officer of the school before hearing an appeal. If, despite the encouragement of the Board, the appellant fails to discuss the decision under appeal with the employee who made the decision, the Board will consult with the President of the Association before deciding whether to hear or refuse to hear the appeal.
3. Any discipline of an employee resulting from a decision of the Board under Section 11 of the School Act or Board By-law shall be subject to the collective agreement in the same manner as any other discipline.

ARTICLE E.30 PARENTAL CONCERNS

Unless misconduct is being alleged, where a student and/or parent/guardian expresses a concern with respect to an employee, the following procedures will be followed:

- a. Except where the nature of the concern legally requires confidentiality, the employer will recommend to the parents/guardians that they discuss their concerns directly with the employee involved.
- b. Except where the nature of the concern legally requires confidentiality, the employer will immediately inform the employee of the details of the concern.
- c. Every effort shall be made to resolve the concerns at the school level.

ARTICLE E.31 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When an employee has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and an investigation by the Board has concluded that the accusation is not true, and:
 - a. no criminal charges are laid;
 - b. the employee is acquitted of criminal charges in relation to the accusation, or;
 - c. an arbitrator considering discipline or dismissal of the employee finds the accusation to be false and no criminal charges are laid, the employee shall be entitled to assistance from the Board in accordance with Articles E.31.2 and E.31.3 below.
2. The employee, the President of the Association and the Superintendent shall jointly establish a plan of assistance to facilitate the employee's successful return to work.

3. Such assistance could include:
 - a. individual or family counselling under the Employee and Family Assistance Program (Article E.28);
 - b. short-term paid leave of absence for the employee as determined by the Superintendent in consultation with the President of the Association;
 - c. transfer to a vacant position for which the employee has the necessary qualifications; and
 - d. where requested by the employee, provision of factual information to parents by the Board.

ARTICLE E.32 RACE RELATIONS

1. The Board and the Association oppose and condemn all forms of racism and prejudice.
2. Any written allegation that accuses an employee of racism in the course of performing their duties will be investigated by the Superintendent or designate and the results will be reported to the employee and the Association.
3. The Board agrees to involve representatives of the Association in any further development of policy on race relations.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL AUTONOMY

Employees shall have, within the bounds of the prescribed curriculum and consistent with current educational practice, the right to express ideas and use materials which are not in conflict with district policy.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT

1. Funding

- a. The Board and the Association shall establish a Professional Development Fund for the purposes of providing for the professional development of the employees of the school district (hereinafter called the "Fund").
- b. The Board's contribution per employee will be:
 - i. July 1, 2011 – June 30, 2013 \$692
- c. For subsequent years, the Board's contribution per employee will increase by the percentage increase in the teacher salary grid for that year.
- d. Costs for Board-initiated in-service shall not be a charge against the Professional Development Fund.

2. Administration

The Fund, established pursuant to Article F.21.1, shall be controlled and administered by the Professional Development Committee of the Association in accordance with the policy referred to in Article F.21.5.

3. Non-Instructional Days

Subject to Article D.21, non-instructional days shall be used on the basis of a minimum of 75% for employee professional development activities and 25% for in-service.

4. Approval

- a. Non-instructional days used for professional development activities shall be determined by teachers at the school staff level or the local Association level and shall be subject to Board approval.
- b. Individual professional development activities shall be subject to the approval of the Superintendent, and at least five days' notice shall be given by the teacher to their principal whenever possible.

5. Policy Development

- a. The Joint Board/Association Professional Development Committee shall be responsible for the development of recommendations to the Board for professional development policy. The Joint Committee shall consider recommendations of the Association's Professional Development Committee and the Board's Education Committee.
- b. The Joint Board/Association Professional Development Committee shall be comprised of three Association appointees and three Board appointees.

ARTICLE F.22 CURRICULUM IMPLEMENTATION

1. Introduction of New Curricula

- a. When new curriculum is being introduced into the school district, it shall be the responsibility of the Board, in consultation with the Association and employees affected, to plan for and implement such curriculum.
- b. The Board and the Association agree that teachers are key agents in the implementation of educational change.
- c. The Board will inform the Association, in writing, of the specific new curriculum to be introduced into the district.

2. District Committees

- a. District Committees shall be struck, in accordance with Article F.22.2.c, for the purpose of consultation regarding matters concerning the implementation of either provincial or local new curricula. The District Committees will:
 - i. review new curricula; and
 - ii. consider and make recommendations regarding implementation of new curricula.
- b. The Board will consult with the District Committees when evaluating new curricula after implementation.
- c. Each District Committee shall have at least three Association appointees, and three Board appointees.
- d. The District Committees shall meet at mutually agreeable times at the request of either party to discuss implementation of the new curricula.

ARTICLE F.23 PROGRAM ASSESSMENT - ELEMENTARY AND SECONDARY SCHOOLS

1. Guidance and Assistance

The Superintendent and/or district staff, in consultation with the school staff, will provide guidance and assistance to the school(s) throughout the process.

2. Board Support

The Board will provide for:

- a. release time;
- b. clerical supplies and support; and
- c. orientation sessions;

as considered appropriate by the Superintendent in consultation with the school steering committee whenever an assessment is required to be performed in a school.

3. Implementation of Recommendations

A timeline for implementation and funding of recommendations from the School Assessment report as approved by the Board will be established in consultation with the Superintendent and Secretary-Treasurer.

ARTICLE F.24 TEACHER ASSISTANTS/TEACHER AIDES

1. Supervision

All teacher assistants or teacher aides hired to assist employees in carrying out their responsibilities and duties shall be under the instructional supervision of those employees and under the general supervision of an Administrative Officer.

2. Duties

Neither teacher assistants nor teacher aides shall assume the instructional responsibility for designing the educational programs for students, but may assist the employee by:

- a. providing assistance to individual students and groups of students;
- b. monitoring students;
- c. maintaining student records;
- d. providing advice/guidance to students

3. Absence of Employees

Teacher assistants shall not assume instructional responsibility while the employee is absent.

4. Not to Replace Employees

Teacher assistants shall not be used to replace an employee.

ARTICLE F.25 MENTOR/BEGINNING TEACHER PROGRAM

1. Administration

The mentor/beginning teacher program shall be administered and facilitated by the Association in consultation with the Superintendent or designate.

2. Definition

A mentor is an employee who voluntarily agrees to mentor a beginning teacher and who:

- a. has experience in assignments similar to that of a beginning teacher;
- b. has informed the Association of a willingness to serve as a mentor.

3. Participation

- a. Participation in the mentor/beginning teacher program is voluntary.
- b. A mentor/beginning teacher relationship between employees in different schools may be established only with the prior approval of the Superintendent or designate.
- c. Where a mentor/beginning teacher relationship is established, the administrative officer(s) concerned shall be advised.
- d. The relationship of the mentor/beginning teacher shall be confidential.
- e. The pairing of the mentor/beginning teacher and the continuation of the pairing for up to one year shall be by mutual agreement of the mentor and the beginning teacher.
- f. The mentor/beginning teacher program will not comprise any part of the evaluation of an employee.

4. Release Time

- a. Any proposed activities by participants in the mentor program which may need release time shall be considered to be individual professional development activities under Article F.21 of this agreement. If such release time is approved under Article F.21.4.b, teacher teaching on call costs shall be paid from the District-directed portion of the Professional Development Fund.
- b. The release time may be used to provide assistance to the beginning teacher such as moral support; guidance; feedback; and assistance with instructional strategies, classroom management, short and long-term planning, student evaluation and reporting to parents.

5. Other Support

Nothing in this Article shall be construed as limiting the provision of support to beginning teachers by the Board.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

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

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

- b. in relation to an employee's spouse:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
3. Compassionate care leave supplemental employment insurance benefits:
- When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:
- a. one hundred percent (100%) of the employee's current salary for the first week of the leave,
 - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
 - c. current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
7. Seniority shall continue to accrue during the period of the compassionate care leave.

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

(Note: The definition of “family member” in Article G.2 above, shall incorporate any expanded definition of “family member” that may occur through legislative enactment.)

[See also Article G.24.3 Sickness in the Immediate Family 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 Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
 - b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

Local Provisions:

5. In the event of death of a student or colleague of the employee, the employee shall be granted leave with pay for up to one (1) day for the purpose of attending the funeral, subject to the safe and efficient operation of the school.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

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

3. The combination of this provision with any other same provision shall not exceed three (3) days.

Implementation:

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

[Note: Also see Article G.24.5 Leave for Personal Reasons]

ARTICLE G.6 LEAVE FOR UNION BUSINESS

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. PCA Article G.6.1.a and G.6.2 through G.6.5, G.6.9 and G.6.10 do not apply in School District No. 85 (Vancouver Island North).]

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

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.

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

[PCA Article G.11 is not applicable in S.D. No. 85 (Vancouver Island North). See LOU No. 14 *Re: Cultural Leave for Aboriginal Employees*].

ARTICLE G.20 SICK LEAVE

1. Purpose

It is recognized that the general purpose of sick leave is to provide sick leave benefits as set out in this article to an employee who is unable to work due to the employee's illness, injury, unavoidable quarantine or who requires medical attention.

2. Accumulation of Sick Leave

- a. Sick leave accumulated but not used by each employee as of June 30, 1988 shall continue to be credited to that employee.
- b. Sick leave with pay is earned at the rate of 1.5 days for each month in the service of the Board.

3. Availability of Sick Leave

- a. In each year, no fewer than 15 days of sick leave shall be available to each employee at the beginning of the school year. Employees commencing employment with the Board 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.
- b. Any sick days used but not accumulated by an employee who ceases to be an employee of the Board prior to the end of the school year shall be repaid to the Board by the employee.

4. Use

- a. Any days during which the employee has been absent with full pay for reasons of the employee's illness, injury, or unavoidable quarantine or who requires medical attention shall be charged against any sick leave accumulated by the employee.
- b. There is no maximum to the number of days of sick leave that may be accumulated by an employee but no more than 120 days may be used in any one school year.

5. Part-Time Employees

Part-time employees shall accumulate and be deducted sick leave in proportion to the percentage of their assignment.

6. Record of Accumulation

The Board shall furnish to each employee a monthly account of their sick days.

7. Re-establishment

Employees who leave the Board's employ and are re-employed at a later date shall have their previously accumulated sick days re-established at the time of re-employment.

8. Medical Certificate

Employees may be required to provide an acceptable medical certificate in relation to any absence due to illness. The request shall be in writing with a copy to the Superintendent. The cost of such medical certificate shall be borne by the Board.

9. Disability Compensation and Sick Leave

- a. Where an employee is qualified for Workers' Compensation benefits as a result of illness or injury, the employee:
 - i. shall be entitled to compensation under the Workers' Compensation Act;
 - ii. shall be entitled to receive additional taxable pay for the period of compensation where the pay provided in Article G.20.9.a.i results in a reduction of the employee's regular pay, net of tax;
 - iii. shall assign to the Board all wage loss compensation received from the Workers' Compensation Board; and
 - iv. shall not be required to use their sick leave credits for time lost due to the disability except when additional payment is made in accordance with Article G.21.9.a.ii.
- b. Compensation means periodic payments during the period of temporary disablement. Compensation does not include a disability pension or other final settlement award from such disability.

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

ARTICLE G.21 PREGNANCY LEAVE

1. Purpose

The purpose of this leave is:

- a. to afford a pregnant employee certain security of position on the staff while allowing suitable time free of duty;
- b. to ensure continuity of service with the least disruption during the school year.

2. Application for Leave

- a. A pregnant employee shall apply for and be granted leave of absence, without pay, for a stated period of time mutually acceptable to the employee and the Board.
- b. In the absence of a mutually acceptable date for commencement and termination of leave of absence, the pregnant employee shall apply for and be granted leave of absence without pay as provided for in the Employment Standards Act.
- c. An employee granted pregnancy leave under the Employment Standards Act, who does not return to continuous employment on or before the expiration of 18 weeks from the date that leave commenced, shall be granted pregnancy leave, without

pay, until the earlier of January 1, immediately following Spring Break or September 1, following the date on which the 18-week leave terminates.

- d. In emergency situations, the employee's application for leave shall be considered on shorter notice.

3. Parental Leave

- a. Employees granted leave under Article G.21.2.c may apply for parental leave by November 15 for leave expiring December 31, by February 15 for leave expiring at the end of Spring Break or by March 31 for leave expiring June 30.
- b. Leave shall be granted upon request for a period of up to a maximum of 20 school months inclusive of leave granted pursuant to Article G.21.2.c, with return to coincide with the dates established in Article G.21.3.a.
- c. Employees returning from parental leave shall notify the Board by November 15 for leave expiring on December 31, by February 15 for leave expiring at the end of Spring Break or by March 31 for leave expiring June 30.
- d. No salary increment credit will be given for the period during which an employee is on parental leave.

4. Use of Sick Leave

- a. In emergency situations, the employee shall be placed on sick leave until their application for pregnancy leave is processed.
- b. If at the end of the agreed upon period of leave the employee is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions.

5. Early Return and Emergency Situations

- a. In the case of an incomplete pregnancy, death of the child, or other special situations, an employee may return to duty earlier than provided in the agreed upon leave.
- b. The employee intending to make an early return to duty shall submit, to the superintendent, a written application and a medical certificate.
- c. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act and the pregnancy leave provisions of this agreement.

6. Benefits

- a. When an employee is granted pregnancy leave and/or parental leave as per the Employment Standards Act (up to 52 weeks), the Board will pay its share of health and welfare benefit premiums as provided for in Article B.11, if the employee so requests and makes suitable arrangements for the continuation of their share of the premiums.
- b. When an employee is granted parental leave per Article G.21.3, the employee may elect to continue their health and welfare benefits as provided for in Article B.11, on the condition that the employee reimburses the Board for the total cost of such benefits.

7. Adoption or Legal Guardianship

- a. In the case of adoption or legal guardianship, pregnancy leave shall be granted from the date of arrival of the child in the home. All provisions of this article shall apply to such leave.
- b. In the case of adoption or legal guardianship, a maximum of three days leave shall be granted, with a deduction in pay equal to the pay rate of a Teacher Teaching on Call, to either parent or both, if both are employees of the Board, for mandatory interviews or travelling time to receive the child.

8. Assignment on Return

- a. An employee returning from short-term pregnancy leave within a school year shall be assigned to the position held prior to the leave.
- b. An employee returning from short-term pregnancy leave in a subsequent school year shall be assigned to a similar position in their previous school, or to a mutually acceptable position.
- c. An employee returning from parental leave per Article G.21.3 shall be assigned to a teaching position in their previous school, or to a mutually acceptable position.
- d. These items notwithstanding, an employee may choose to apply for a vacant position in accordance with Article E.20.2.

9. Supplemental Employment Benefits

- a. The Board agrees to maintain a Supplemental Employment Benefit (SEB) plan in terms acceptable to the Board, the Association, and Human Resources and Skills Development Canada (HRSDC).
 - i. The objective of the Plan is to supplement the Employment Insurance maternity benefits received by employees covered by this plan due to an interruption of earnings caused by pregnancy and childbirth.

- ii. The Plan covers all pregnant employees.
 - iii. An employee is eligible to receive benefits under the Plan if the employee has applied for and is in receipt of Employment Insurance maternity benefits (except during the two week Employment Insurance waiting period) and is on pregnancy leave pursuant to the provisions of the Employment Standards Act or Article G.21.
 - iv. An employee who is disentitled or disqualified from receiving Employment Insurance maternity benefits, or ceases to receive Employment Insurance maternity benefits is ineligible for benefits under the Plan. This paragraph does not render an employee ineligible for benefits under the plan during the two week waiting period for Employment Insurance maternity benefits who is entitled and qualified to receive Employment Insurance maternity benefits after that period.
 - v. Employees do not have a right to benefits under the Plan except for supplementation of Employment Insurance maternity benefits for the unemployment period (including the two week waiting period) as specified in the Plan.
 - vi. Benefits under the Plan shall only become payable upon presentation to the Board of documentation (such as a benefit stub) that the employee is in receipt of Employment Insurance maternity benefits or is serving the two week Employment Insurance waiting period.
- b. The Board will pay to each employee who is eligible for benefits under the Plan:
- i. 75% of the employee's regular weekly earnings during the two week Employment Insurance waiting period, where the employee's regular weekly earnings are based on the employee's current annual salary divided by 43 weeks; and
 - ii. during the period the employee is on pregnancy leave pursuant to the Employment Standards Act and is in receipt of Employment Insurance maternity benefits, up to a maximum of 15 weeks, the difference between the amount of Employment Insurance benefits plus any other earnings received by the employee and 75% of the employee's regular weekly earnings;
 - iii. In any week covered by Article 21.9.b(ii), the total amount of benefits payable under the Plan, Employment Insurance benefits and any other earnings received by the employee shall not exceed 75% of the employee's regular weekly earnings.
 - iv. Benefits under the Plan are not payable during the months of July and August.

- c. Benefits under the Plan are payable for a maximum of seventeen weeks (inclusive of the two week Employment Insurance waiting period) for any one pregnancy.
- d. The employee must immediately advise the Board of earnings received from any other source while in receipt of benefits under the Plan.
- e. In the event an employee who is in receipt of Employment Insurance maternity benefits has an annual income in excess of the payment threshold established from time to time pursuant to the Employment Insurance Act, the Board is under no obligation to reimburse the employee for any amount the employee is required to pay to the Receiver General of Canada.
- f. The Board will inform HRSDC of any changes to the Plan within thirty days of the effective date of the change.
- g. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
- h. Payments under the Plan must be financed by the employer and the employer must keep separate accounts of those payments. Employees have no vested interest in the SEB plan other than to receive benefits when eligible to do so.

ARTICLE G.22 PATERNITY LEAVE

On the birth of a child or in the case of adoption or legal guardianship, except where leave has been granted pursuant to Articles G.21.2.a and G.21.7.a, an employee shall be granted paid leave up to a maximum of three days. Normally such leave shall be taken within three months of birth, adoption or legal guardianship.

ARTICLE G.23 PARENTHOOD LEAVE

1. Request for Leave

An employee with a dependent child shall be granted, upon request, a parenthood leave of absence for the purpose of caring for the child, without pay, for a period of up to 10 school months. This leave may be extended where circumstances warrant, but shall not exceed 20 school months.

2. Notice of Return

Employees returning from leave granted in accordance with this article shall notify the Board by November 15 for leave expiring December 31, by February 15 for leave expiring at the end of spring break or by March 31 for leave expiring on June 30.

3. Adoption or Legal Guardianship

Parenthood leave shall also be granted in the case of adoption or legal guardianship.

4. Provisions for Leave

The provisions of Article G.21.2.d, G.21.4 and G.21.8.iii shall also apply to Parenthood Leave.

ARTICLE G.24 LEAVES OF ABSENCE - PERSONAL

1. General

The leaves contained in this Article are all leaves of a personal nature. For the purpose of this article, the immediate family shall consist of husband, wife, common-law spouse, child, stepchild, father, mother, brother, sister, grandparent, grandchild of an employee or spouse.

2. Sickness in the Immediate Family

An employee shall be granted leave of absence from teaching duties for a maximum of five days per school year, charged to their accumulated sick leave, when the employee has been called by the attending physician to the bedside of a member of their immediate family, or when the employee is required to transport a member of the immediate family outside the district for emergency or special medical attention.

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

3. Circumstances Beyond Employee's Control

Provided that the Board or its agent (administrative officer) has received prior notification for the leave, an employee may be granted leave from teaching duties due to circumstances beyond the employee's control, such as, but not limited to, inclement weather conditions or mechanical breakdown, with a deduction in salary equal to the pay rate of the teacher teaching on call, if required, for a maximum of three days.

4. Leave for Personal Reasons

- a. Personal leave shall be granted, upon request, with pay, up to a maximum of two days annually, provided that a teacher teaching on call is available and the cost of a certified teacher teaching on call is deducted from the employee's salary.
- b. Unused personal leave days will not be carried over to the next school year.
- c. Where an employee intends to take personal leave immediately prior to or immediately after Christmas, spring, or summer break, the employee shall notify the administrative officer in advance.

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

5. Jury Duty and Appearance in Legal Proceedings

- a. Provided that the employee has given prior notification to the Board, the Board shall grant leave of absence with pay to any employee summoned for jury duty or required to attend any civil or criminal legal proceedings by reason of subpoena, other than on their own behalf or interest.
- b. An employee on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.

6. Leave for Civic Duty

- a. When an employee is nominated as a candidate and wishes to contest a provincial or federal election, they shall be given leave of absence without pay, during the election campaign. Should the employee be elected as a Member of Parliament or the Legislative Assembly, they shall be granted a long-term leave of absence for their first term of office.
- b. Employees elected or appointed to municipal or regional district office shall be granted leave of absence, with pay, to a maximum of ten days in any one school year provided that the Board is reimbursed for the cost of a teacher teaching on call, if one is required.
- c. Leave shall be granted for participation as a competitor or as a game official selected or invited by the governing body in a provincial, national or international amateur competition for a maximum of five days per school year with a deduction in salary equal to the cost of the teacher teaching on call.
- d. Leave with pay shall be granted to an employee performing emergency services, during school hours, as a volunteer member of a fire department or as a member of the Provincial Emergency Program. An employee on such leave shall pay over to the Board any sums received for performing emergency services, exclusive of travelling costs or meal allowances.

7. Convocation, Examination Leave

An employee shall be granted a maximum of three days leave per school year for the purpose of taking examinations in courses of training related to their teaching assignment; or for attendance at a convocation ceremony for self, spouse, son or daughter, with a deduction in salary equal to the cost of the Teacher Teaching on Call.

8. Additional Leave

Additional leave of absence beyond that specifically provided by this agreement may be granted by the Board at its discretion.

ARTICLE G.25 LONG-TERM PERSONAL LEAVE

1. Application

Leave of absence for a school year shall be granted provided that applications for long-term leave are received by the Superintendent by March 31 of the preceding school year.

2. Extension of Leave

Long-term leave normally will be granted for one (1) year at a time and shall be without pay. Requests for an extension of long-term leave or notice of the employee's intention to return from long-term personal leave must be received by the Superintendent prior to March 31 of the school year in which the employee has leave. Extensions may be granted at the Board's discretion.

3. Duration of Leaves in Aid Programs and Cultural Leaves

In the case of service in an aid program, (i.e. CUSO), length of leave will be determined by the program guidelines. In the case of a request for cultural leave for a period longer than one year, long-term leave may be granted where the Superintendent is satisfied that the experience gained on the cultural leave will benefit the school district.

4. Assignment on Return

The employee returning from long-term leave shall be assigned, whenever possible, a teaching position in their previous school. The employee shall be notified by the superintendent by May 31 as to which school they are assigned.

5. Employee Accepts Employment

If an employee accepts employment, in a position with another school board in a position which requires a teaching certificate while on leave of absence under this article, the employee shall be deemed to have resigned their employment with the Board. It shall be the duty of the employee to notify the Board that they have accepted such employment with another school board within 48 hours of acceptance. This paragraph shall not apply to employment which is approved in advance by the Superintendent as part of a cultural leave.

ARTICLE G.26 SELF-FUNDED LEAVE PLAN

1. Participation

Employees may subscribe to a Self-Funded (Deferred Salary) Leave Plan (hereinafter called the "Plan") established by mutual agreement of the Board and the Association and appended to this agreement.

2. Administration

The Board shall administer the Plan in accordance with the provisions of the Plan's administration agreement. The Board's liability shall be limited to the administration of the Plan and shall not extend to any capital amount of, or interest owing on, invested funds lost due to insolvency of the eligible financial institution.

3. Governance

- a. The Plan shall be governed by a committee composed of two members appointed by the Association and two members appointed by the Board. The committee shall select a chairperson from amongst its members.
- b. The committee shall select and direct an eligible financial institution for investment of the deferred compensation amounts.

4. Benefits

Subject to the terms of the benefit plans, during the period of leave the employee may elect to continue participation in health and welfare benefits in accordance with Article B.11, providing the employee pays the full cost of such benefits.

5. Assignment on Return

Upon return from leave the employee shall be assigned a teaching position in their previous school, unless a different position is mutually agreed upon.

6. Disputes

The grievance and arbitration procedures contained in Article A.6 shall not apply to the terms of the Self-Funded Leave Plan other than those specifically set out in this Agreement.

ARTICLE G.27 LONG-TERM EDUCATIONAL LEAVE

1. Leave to be Granted

The Board and the Association recognize the benefits to the district of educational leave. Long-term educational leave shall be granted in accordance with the professional development policy developed pursuant to Article F.21.5.

2. Experience

All long-term educational leave shall constitute, for salary purposes, full teaching experience.

3. Assignment on Return

Upon return from leave, the employee shall be assigned a teaching position in their previous school, unless a different position is mutually agreed upon.

SIGNATURES

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

John Martin, Acting Secretary Treasurer
School District No. 85 (Vancouver Island North)

Jason Voth, President
Vancouver Island North Teachers'
Association

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

Teri Mooring, President
British Columbia Teachers' Federation

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

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

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

January 22, 2021 - Provincial Matters

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:

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

And:

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

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).

Does not apply in School District No. 85 (Vancouver Island North).

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

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Does not apply in School District No. 85 (Vancouver Island North).

**LETTER OF UNDERSTANDING No. 4
BETWEEN:**

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of

Effective July 1, 2019	\$ 2,570
Effective July 1, 2020	\$ 2,622
Effective July 1, 2021	\$ 2,674

upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of

Effective July 1, 2019	\$ 2,570
Effective July 1, 2020	\$ 2,622
Effective July 1, 2021	\$ 2,674

as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

Signed this 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

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

Schedule A - List of Approved School Districts or Schools

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

Kersley Elem	Kersley
Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake

47 - Powell River (only part of district approved)

Texada Elem	Texada Island
Kelly Creek Elem	

49 - Central Coast (Entire District)

50 - Haida Gwaii (Entire District)

51 - Boundary (only part of district approved)

Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek

52 - Prince Rupert (Entire District)

54 - Bulkley Valley (entire district approved)

57 - Prince George (only part of district approved)

Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride
Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount

59 - Peace River South (Entire District)

60 - Peace River North (Entire District)

64 - Gulf Islands (only part of district approved)

Saturna Elementary	Saturna
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69 - Qualicum (only part of district approved)

False Bay School	Lasqueti
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70 - Alberni (only part of district approved)

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

LETTER OF UNDERSTANDING No. 6

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

- For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

Signed this 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 26, 2020
Date

Teri Mooring
For BCTF

March 26, 2020
Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:

- a. Vancouver Teachers' Federation [VSTA, VESTA]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.

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 SD No. 85 (Vancouver Island North)

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

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

This constitutes my written notice under LOU No. 16(c) of the collective agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including June 30, _____) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective August 31, _____.

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than June 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. 16(c) of the collective agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including November 15, _____) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective December 31, _____.

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

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule "A" of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

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

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

III. PROCESS AND ANCILLARY LANGUAGE

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

Best Efforts to Be Made to Achieve Compliance

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

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

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

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

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

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

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

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

Non-Compliance

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

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

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

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

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

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

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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

LOCAL LETTER OF UNDERSTANDINGS

LOCAL LETTER OF UNDERSTANDING NO. 1

Class Size Practices

Between

Board of Education of

School Board No. 85 (Vancouver Island North)

and

Vancouver Island North Teachers Association

The current practices respecting the application of the class size limits and enrolment shall be continued for the term of the collective agreement.

2. Teachers of Kindergarten (P1) students shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children.

[Note: Amended by provincial melding 2021 – Kindergarten is now full-day.
Housekeeping 2021]

LOCAL APPENDICES

APPENDIX A

SELF-FUNDED (DEFERRED SALARY) LEAVE PLAN (1988)

(hereafter referred to as the "plan")

WHEREAS:

- A. It is desired to establish for the benefit of employees of the Board a plan to enable them to fund leaves of absence from employment of not less than six consecutive months through deferral of salary on such terms as may be set out in this Plan;
- B. It is intended that this Plan qualifies as a "prescribed plan" within the meaning of Regulation 6801 of the Income Tax Act (Canada);

The following sets out the terms of the plan for eligible employees.

1. Definition Of Terms

- a. "Accrued interest" means the amount of interest earned in accordance with clause 3.c on the monies retained by the Board on behalf of the participant, calculated from: a) the first day any of such monies has been received by the eligible financial institution; or b) the last date to which interest has been paid in accordance with clause 3.e; whichever is later.
- b. "Agreement" means the collective agreement in force between the Board and the Association.
- c. "Committee" means the committee as defined pursuant to Article G.26.3.a of the Agreement.
- d. "Contract Year" means the 12-month period from July 1 to June 30.
- e. "Current Compensation Amount" means the total compensation payable by the Board to the participant for the current year, including their proper salary and all allowances in accordance with the Agreement.
- f. "Deferral Period" shall be the number of years, not to exceed six years, for which compensation is deferred in accordance with clause 3.a, including the years referred to in Articles 4.d and 4.e, if applicable.

NOTE: The original deferral period should not exceed five (5) years to allow for the possible application of Articles 4.d and 4.e.

- g. "Deferred Compensation Amount" means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with clause 3.a and augmented from time to time by interest thereon calculated in

accordance with clause 3.c but less all interest paid to the participant in accordance with clause 3.e.

- h. "Eligible Employee" means an employee on continuing appointment as defined in the Agreement.
- i. "Eligible Financial Institution" means any Canadian chartered bank, any trust company authorized to carry on business in the Province of British Columbia, and any credit union authorized to carry on business in the Province of British Columbia.
- j. "Leave of Absence" means the period described in clause 4.a.
- k. "Memorandum of Agreement" means the agreement between the employee and the employer. (See Appendix B.)
- l. "Participant" means an eligible employee whose application for participation in the Plan has been approved by the Superintendent in accordance with clause 2.b.

2. Application

a. Formal Application

In order to participate in the Plan, an eligible employee must make written application to the

Superintendent at least three months prior to the requested commencement of deferrals under the Plan or at a date otherwise agreed between the Board and the Association, stating the date when the eligible employee wishes the deferrals to commence.

b. Approval

The approval of each application made under clause 2.a shall rest in the sole discretion of the Superintendent. The Superintendent shall, at least one month prior to the requested commencement of deferrals under the Plan, or at a date otherwise agreed between the Board and the Association, advise each applicant of the disposition of their application. If the application has not been approved, the Superintendent shall provide an explanation in writing.

c. Date of Participation

If the Superintendent gives approval in accordance with clause 2.b, the participation of the eligible employee in the Plan will become effective on the date requested by the eligible employee, or, if such date is not agreed to by the Superintendent, another mutually agreed upon date.

3. Funding For Leave Of Absence

a. Compensation Deferred

During each year of the deferral period, the participant will receive their current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement and less statutory deductions and other withholdings.

The amount deferred is to be retained by the board.

b. Maximum Percentage Deferred

The percentage of the annual current compensation amount deferred by the participant cannot exceed 33 and 1/3%. The percentage amount may be varied by giving written notice to the board at least one month prior to July 1 in any year for the next or subsequent years.

c. Investment of Deferred Compensation

The monies retained by the Board for each participant, in accordance with clause 3.a, including interest thereon until paid out in accordance with clause 3.e, shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by an eligible financial institution.

The monies retained shall be forwarded to the eligible financial institution within 15 calendar days.

The Committee shall determine an eligible financial institution and, in making such determination, the Board, the Association and members of the Committee shall not be liable to any participant for any investments made in accordance with such determination.

d. Insolvency

In the event that any of the monies retained and invested pursuant to the terms of the Plan and lost by reason of insolvency of the eligible financial institution, the Board shall not be obliged to pay the participants any further amounts in respect to services provided during the deferral period.

e. Payment

The eligible financial institution shall pay the accrued interest on each December 31 to the participant.

f. Reporting to Participants

The Board shall make, no later than July 31 of each year, an annual report to each participant as to the deferred compensation amount held as at June 30.

4. Leave Of Absence

a. Minimum Length of Leave

The leave of absence shall be for not less than six consecutive months.

b. Manner of Payment During Leave

The time and manner of payment to the participant during the leave of absence shall be in accordance with a schedule determined by the participant prior to the commencement of leave. The employee shall not be paid more frequently than semi-monthly and all amounts payable shall be paid to the participant no later than the end of the first taxation year that commences after the end of the deferral period.

c. Amount of Payment During Leave

The total of the payments to be made to the participant in accordance with clause 4.b shall be the deferred compensation amount retained by the Board, less any monies required by law to be paid by the Board for or on behalf of a participant. The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.

d. Board's Right to Defer Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six months' notice prior to the scheduled date for the commencement of the leave, may in its discretion defer the leave of absence, on one occasion only, for one year. In such case, the participant may choose to remain in the Plan or may withdraw from the Plan.

e. Participant's Right to Defer Leave

Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, upon not less than six months' notice prior to the scheduled date for the commencement of the leave, on one occasion only, and with the consent of the superintendent, postpone such leave for one year.

f. Leave to Follow Deferral Period

The leave of absence shall immediately follow the deferral period.

g. Return to Service

The participant shall return to service with the board, or with an employer that participates in the same or a similar plan, for a period of not less than the period of leave.

5. Withdrawal

a. Termination of Employment

A participant who ceases to be employed by the Board also terminates participation in the Plan.

b. Withdrawal from Plan

A participant may withdraw from the Plan upon giving written notice of withdrawal not less than six months prior to the date on which the leave of absence is to commence.

c. Payment

Upon termination of employment and/or withdrawal from the Plan, the Board shall pay to the participant the deferred compensation amount, including any unpaid interest, within 60 days or, at the option of the participant, at a later date but not later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made, the board shall have no further liability to the participant.

d. Upon Death

The Board shall, within 60 days of notification of death of a participant, pay any deferred compensation amount retained at the time of death to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

6. Termination Or Amendment Of Plan

The plan may be amended or terminated by agreement between the Board and the Association.

7. Administration

The Board will bear the administrative expenses of the plan.

8. Other Matters

The matters of the composition of the Committee, the assignment on return from leave, and the provision of benefits during the leave shall be in accordance with the Agreement.

APPENDIX B

SELF-FUNDED (DEFERRED SALARY) LEAVE PLAN

Memorandum of Agreement

I have read and understand the terms and conditions of the Self-Funded Leave Plan and I agree to participate in the Plan under the following terms and conditions.

1. Commencement

My deferrals shall commence on _____, 20_____.

2. Number of Years of Participation

I shall participate in the Plan for _____ years (not to exceed five years), and my leave of absence shall immediately follow thereafter, subject to the provisions of paragraph 3 below.

3. Period of Leave

In accordance with clause 4.6 of the Plan, I shall take my leave of absence from _____, 20_____ to _____, 20_____, not to be less than six consecutive months) but shall have the right, in accordance with clause 4.e of the Plan, to postpone such leave for 12 months and the Board shall have the right, in accordance with clause 4.d of the Plan, to defer such leave for 12 months.

4. Funding of Leave of Absence

In accordance with clause 3.a of the Plan I, direct that the Board withhold ____% (not to exceed 33 and 1/3%) of my current compensation amount during my participation in the Plan. I understand that I may, by written notice given to the Board, one month prior to July 1 in any year, alter the percentage amount for the next or subsequent years.

5. Return to Service

I understand I must return to service with the Board or with an employer that participates in the same or a similar plan for a period of time not less than the period of leave.

Date: _____ Employee: _____

Date: _____ Superintendent: _____

APPENDIX C

GENERAL CRITERIA FOR TEACHER EVALUATION

The criteria to be used in assessing individual employee performance shall be consistent with the following general criteria:

1. Preparation And Planning

- a. The teacher shows evidence of planning by:
 - i. developing long range plans that adhere to provincially and locally determined curricula;
 - ii. developing and articulating short-term objectives;
 - iii. developing instructional strategies to meet those objectives;
 - iv. making allowances for individual differences and class characteristics;
 - v. reflectively reviewing long-term plans, short-term objectives and instructional strategies, with a view to accommodating changing needs.

2. Knowledge Of Subject Matter

- a. The teacher demonstrates knowledge of the subject matter being taught.
- b. The teacher endeavours to utilize current knowledge and instructional techniques appropriate to the curriculum/students they are assigned.

3. Instructional Process And Skills

- a. The teacher motivates, facilitates and encourages student learning by:
 - i. making students aware, on an on-going basis, of course and unit/sub-unit objectives;
 - ii. identifying and communicating teacher expectations of students;
 - iii. using a variety of human and material resources consistent with the curriculum;
 - iv. employing a variety of instructional strategies consistent with student abilities/learning styles;
 - v. presenting concepts and skills with consideration for individual differences;

- vi. involving students in experiences and activities designed to develop skills and stimulate intellectual growth;
- vii. providing guided practice or assignments which utilize, reinforce, or expand upon the skills and concepts presented;
- viii. utilizing the result of student assessment/evaluation to generate on-going instructional strategies.

4. Classroom Management

- a. The teacher creates and maintains an environment conducive for learning to occur by:
 - i. developing positive rapport with students;
 - ii. encouraging students to assume responsibility for their own actions, to practice self-discipline, and to develop a positive self-concept;
 - iii. promoting positive relationships with and among students;
 - iv. demonstrating consistency, respect and fairness in dealing with students;
 - v. establishing consistent routines and clear expectations for student conduct appropriate to the activity;
 - vi. encouraging student on-task behaviour;
 - vii. ensuring that students understand and practice the proper use of equipment.

5. Classroom Environment

- a. The teacher creates a physical setting that facilitates learning by:
 - i. adjusting the physical environment and equipment to accommodate a variety of learning situations/styles;
 - ii. developing a positive classroom climate; e.g. curriculum-based displays, supplementary learning materials, student work, etc;
 - iii. attending to conditions that affect the health and the safety of students;

6. Student Assessment/Evaluation

- a. The teacher provides feedback on student progress by:
 - i. establishing specific procedures/criteria for assessing student performance using a variety of instruments which reflect practical skills, theoretical knowledge and take into account a wide range of abilities;

- ii. communicating these procedures to students and parent/guardians;
- iii. regularly assessing student progress and reporting same to the student;
- iv. evaluating student growth and achievement in relation to the articulated program goals, objectives and learning outcomes;
- v. maintaining accurate records of student achievement, attendance, and other assessment/evaluation data;
- vi. communicating, as necessary, with parents/guardians regarding student achievement.

7. Professional Relationships

- a. The teacher shows evidence of professional integrity by:
 - i. being available to students as a resource person for advice and assistance;
 - ii. speaking and acting toward students with respect and dignity, dealing judiciously with them, being always mindful of their rights and sensibilities;
 - iii. respecting the confidential nature of information concerning pupils, and providing same only to authorized persons or agencies directly concerned with their welfare;
 - iv. recognizing that a privileged relationship with pupils exists and not exploiting this relation for private advantage;
 - v. maintaining a positive professional rapport with colleagues and parents/guardians;
 - vi. participating in staff development and in school committees and activities, consistent with Article E.24.5.d of the Collective Agreement; and
 - vii. providing, when able, assistance in maintaining continuity of instructional programs when the teacher is absent.

FOR THE ASSOCIATION:

FOR THE BOARD:

APPENDIX D

SUPPLEMENTARY EMPLOYMENT BENEFIT PLAN
BETWEEN
BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 85 (VANCOUVER ISLAND NORTH)
AND
VANCOUVER ISLAND NORTH TEACHERS' ASSOCIATION

The parties have agreed to establish a Supplemental Employment Benefits Plan (the "Plan") as follows:

1. The objective of the Plan is to supplement the Employment insurance maternity benefits received by employees covered by this plan due to an interruption of earnings caused by pregnancy and childbirth.
2. The Plan covers all pregnant employees of the Board of Education of School District No. 85 (Vancouver Island North) (the "Board") who are in the bargaining unit represented by the Vancouver Island North Teachers' Association ("VINTA").
3. The number of employees covered by the Plan is approximately 95.
4. An employee is eligible to receive benefits under the Plan if the employee has applied for and is in receipt of Employment insurance maternity benefits (except during the two week Employment insurance waiting period) and is on pregnancy leave pursuant to the provisions of the Employment Standards Act or of the current collective agreement in force between the Board and VINTA.
5. An employee who is disentitled or disqualified from receiving Employment insurance maternity benefits, or ceases to receive Employment insurance maternity benefits is ineligible for benefits under the Plan. This paragraph does not render an employee ineligible for benefits under the plan during the two week waiting period for Employment insurance maternity benefits who is entitled and qualified to receive Employment insurance maternity benefits after that period.
6. Employees do not have a right to benefits under the Plan except for supplementation of Employment insurance maternity benefits for the unemployment period (including the two week waiting period) as specified in the Plan.
7. Benefits under the Plan shall only become payable upon presentation to the Board of documentation (such as a benefit stub) that the employee is in receipt of Employment insurance maternity benefits or is serving the two week Employment insurance waiting period.

8. The benefit level paid under the Plan is as follows:
 - a. The Board will pay to each employee who is eligible for benefits under the Plan:
 - i. 75% of the employee's regular weekly earnings during the two week Employment insurance waiting period; and
 - ii. during the period the employee is on maternity leave pursuant to the Employment Standards Act and is in receipt of Employment insurance maternity benefits, up to a maximum of 15 weeks, the difference between the amount of Employment insurance benefits plus any other earnings received by the employee and 75% of the employee's regular weekly earnings;
 - b. In any week covered by subparagraph (a)(ii), the total amount of benefits payable under the Plan, Employment insurance benefits and any other earnings received by the employee shall not exceed 75% of the employee's regular weekly earnings.
 - c. Benefits under the Plan are not payable during the months of July and August.
9. Benefits under the Plan are payable for a maximum of seventeen weeks (inclusive of the two week Employment insurance waiting period) for any one pregnancy.
10. The employee must immediately advise the Board of earnings received from any other source while in receipt of benefits under the Plan.
11. In the event an employee who is in receipt of Employment insurance maternity benefits has an annual income in excess of the payment threshold established from time to time pursuant to the Employment Insurance Act, the Board is under no obligation to reimburse the employee for any amount the employee is required to pay to the Receiver General of Canada.
12. The Board will inform HRDC of any changes to the Plan within thirty days of the effective date of the change.
13. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
14. Payments under the Plan must be financed by the employer and the employer must keep separate accounts of those payments.

Dated in Port Hardy, B.C. this ____ day of _____, 1991.

FOR THE ASSOCIATION:

FOR THE BOARD:

APPENDIX E

WORKERS COMPENSATION ACT

http://www.qp.gov.bc.ca/statreg/stat/W/96492_00.htm

OCCUPATIONAL HEALTH AND SAFETY REGULATION

http://www.qp.gov.bc.ca/statreg/reg/W/WorkersComp/WorkComp296_97/296_97_00.htm

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