

**PROVINCIAL COLLECTIVE AGREEMENT**

**Working Document**

**between**

**B.C. PUBLIC SCHOOL EMPLOYERS'  
ASSOCIATION ("BCPSEA")**

**as:**

**Bargaining agent for all the school boards and  
authorities established under the School Act**

**and:**

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

**on behalf of:**

**All employees included in the bargaining unit established  
under the Public Education Labour Relations Act (PELRA)**

**as it applies in:**

**SCHOOL DISTRICT NO. 53 (Okanagan Similkameen)**

**Between**

**THE BOARD OF EDUCATION OF  
SCHOOL DISTRICT NO. 53 (Okanagan Similkameen)  
(The "Employer")**

**and**

**THE SOUTH OKANAGAN SIMILKAMEEN TEACHERS' UNION  
(The "Local" or "Union")**

**EFFECTIVE JULY 1, 2019 TO JUNE 30, 2022**

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

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## **PREAMBLE**

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

NOW THEREFORE WITNESSETH that the parties agree and covenant as hereinafter set forth:

## 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 [School District No. 53 (Okanagan Similkameen)] in each district recognizes the local [South Okanagan Similkameen Teachers' Union] in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

## **Article A.3 Membership Requirement**

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

## **Article A.4 Local and BCTF Dues Deduction**

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.



2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

#### **Article A.5 Committee Membership**

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher teaching on call (TTOC) costs shall be borne by the employer.
4. When a TTOC call is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the TTOC shall receive a full day's pay.

## **Article A.6 Grievance Procedure**

### **1. Preamble**

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

### **Steps in Grievance Procedure**

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

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

#### **3. Step Two**

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

#### **4. Step Three**

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

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

- i. the number of representatives of each party at Step Three shall be three; and/or

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

## **5. Omitting Steps**

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

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

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

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

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

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

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

## **9. General**

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

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

## **Article A.7 Expedited Arbitration**

### **1. Scope**

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

### **2. Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.

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

**\*\* Local Language \*\***

**3. Expedited Arbitration**

Grievances concerning Article A.30 Contracting Out may be referred by the party originating the grievance to expedited arbitration, consistent with provincial Article A.6.7.

**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.

## **Article A.20 Management Rights**

1. The Union recognizes the right and responsibility of the Employer to manage and operate the school district and agrees that the employment, assignment and direction of the work force is vested exclusively in the Employer, subject to the provisions of this agreement or applicable legislation.

## **Article A.21 Staff Representatives**

1. The Employer shall recognize a staff representative in each school, elected in accordance with the Union's procedures to carry out the duties of investigating and settling teacher/employer disputes within the school and to participate in grievance resolutions as required.
2. The Union shall notify the Employer, in writing, of the name of each staff representative.
3. Staff representatives shall have the right to convene meetings in the school to conduct union business provided that they follow the district's existing booking practices and that meetings do not interfere with scheduled activities or teacher duties.
4. When requested by a teacher or the Employer, the staff representative shall be relieved of instructional duties without loss of pay to attend any meeting involving the teacher and the Employer concerning any grievance, dispute or issue. The parties shall make every effort to conduct such meetings outside normal instructional hours.
5. Staff representatives will arrange to conduct grievance investigations in such a manner as not to disrupt classroom or other instruction and will not normally be granted leave from instructional duties for this purpose.
6. The Employer shall also recognize three (3) additional representatives of the Union, any one of whom may act as a replacement for a staff representative in any of the functions stated above.

## **Article A.22 Access to Worksite**

1. Representatives of the Union and BCTF, in consultation with the appropriate Principal, shall have the right to transact Union business on school property at all reasonable times provided that such activity or use does not interfere with classroom instruction.

## **Article A.23 Bulletin Boards**

1. The Union shall have access to staffroom bulletin board space at each school building and at the District Office. All notices shall be approved by the appropriate Union representative.



## **Article A.24 Internal Mail**

1. The Union shall have access to the district mail services free of charge, for communication to teachers. If operational difficulties arise, the Employer and the Union will discuss a resolution.

## **Article A.25 School Teaching Staff Committees**

1. Each school teaching staff has the right to form a staff committee. To this end, staff committees may:
  - a. be established at the beginning of each school year,
  - b. consist of a size and membership to be determined by the teachers,
  - c. review and make recommendation on matters relating to teacher concerns.
2. The school administration shall consider recommendations put forward by the staff committee.
3. Should the school administration not act on a recommendation of the school staff committee, reasons shall be provided.
4. Where the staff committee makes formal recommendations supported by written reasons and should the school administration not act on these recommendations, reasons in writing shall be provided.

## **Article A.26 Access to Information**

1. The Employer, upon request by the Union, agrees to furnish to the Union or its designated representative, the following information as soon as it is available:
  - a. employee information including a list of employees covered by this agreement, grid placement, address, phone number, seniority (Article C.2.8) and teacher assignment;
  - b. notification of job postings, transfers, appointments, resignations, retirements, employee deaths, discharges, and suspensions;
  - c. information in accordance with *The Freedom of Information and Protection of Privacy Act*.
2. The Employer agrees to provide to the Union a description of the duties and responsibilities of all newly created positions.

## **Article A.27 Picket Line Protection**

1. The parties agree that all teachers under this Agreement shall have the right to refuse to cross a legally constituted picket line. Such teachers shall be considered absent without pay.
2. Failure to cross a picket line encountered in carrying out school board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Employer.
3. In the event the Employer is confronted with a picket line or is served 72 hours strike notice, the Union President or designate will meet with the Superintendent if requested to do so.
4. Teachers will not be requested or required to perform, nor to direct pupils to perform, duties that are under the jurisdiction of employees who are on strike or locked out.

## **Article A.28 Copy of Agreement**

1. Within thirty (30) days of this agreement, the Employer shall make the agreement available electronically. New teachers upon hiring and all teachers every September, shall be advised of its electronic location. The Employer shall provide one (1) printed copy of the Collective Agreement to the Union for each worksite. Upon request from a teacher or the Union, the Employer shall provide a printed copy.

## **Article A.29 Exclusion from the Bargaining Unit**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties.
  - a. Any exclusions shall be determined on the basis that the position involves:
    - i. any of the functions outlined in the *Labour Relations Code* as the basis for exclusion from the definition of an "employee", or
    - ii. the functions of Principals as provided by the School Act, or
    - iii. includes any duties regarding the evaluation of the teachers as designated to Principals in the School Act.
  - b. Failure by the parties to reach mutual agreement shall result in the parties referring the matter directly to arbitration pursuant to Provincial Article A.6.
2. Any newly created position requiring a teaching certificate shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties. The provisions of paragraph 1 of this article shall apply.

### **Article A.30 Contracting Out**

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon between the Employer and the Union, the Employer shall not contract out duties of the type and kind that would normally and regularly be assigned to teachers in this District. Such agreement shall not be unreasonably withheld.

### **Article A.31 Education Assistants**

1. All education assistants shall be under the instructional supervision of teachers and the employment supervision of the Principal.
2. Teachers assume the instructional responsibility for designing and providing the educational programs for students. Education Assistants shall assist teachers in providing support to students as defined by their job description.

### **Article A.32 Right to Representation**

1. At a meeting where a representative of the Union is not present, the teacher or the Employer shall have the right to suspend the meeting until a representative(s) of the Union is present per Article A.21. The meeting shall not be unreasonably delayed.

### **Article A.33 New Teacher Orientation**

1. The Employer shall provide an orientation for teachers new to the District.

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

### **Article B.1    Salary**

1.     The local salary grids are amended to reflect the following general wage increases:
  - a.     Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
  - b.     Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
  - c.     Effective July 1, 2021 – 2% adjustment to the Local Salary Grids
  
2.     Teachers employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retro-active pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.
  
3.     The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
  - a.     Department Head
  - b.     Positions of Special Responsibility
  - c.     First Aid
  - d.     One Room School
  - e.     Isolation and Related Allowances
  - f.     Moving/Relocation
  - g.     Recruitment & Retention
  - h.     Mileage/Auto not to exceed the CRA maximum rate
  
4.     The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:
  - a.     Per Diems
  - b.     Housing
  - c.     Pro D (unless formula-linked to the grid)
  - d.     Clothing
  - e.     Classroom Supplies

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

### **Local Provisions:**

7. Rates of Pay
  - a. A teacher teaching on call reporting for work when called shall be paid a minimum of fifty (50) percent of the teacher's daily rate except when called only for the afternoon, or a portion thereof, in which case the minimum shall be thirty (30) percent of the teacher's daily rate.
  - b. A teacher teaching on call who reports for an assignment which is not continuous shall be paid based upon the percentage of the day between the start of the first assignment and the end of the last assignment during the day, provided the teacher remains available and performs teacher-related duties requested by the Principal. During the absent teacher's regularly scheduled preparation time, the first priorities for the teacher teaching on call are the preparation activities requested by the regular teacher as outlined in Article D.22.6

- c. The Board shall, at least semi-monthly, and not later than eight days after each pay period, pay to each teacher teaching on call all wages earned for the pay period.
- d. If a part-time teacher is teaching on call in their own class, or in an assignment which is substantially the same, the teacher will be paid on scale rather than at the teacher teaching on call rate.

### **Article B.3 Salary Determination for Employees in Adult Education**

Provincial Article B.3 does not apply in School District No. 53 (Okanagan-Similkameen).

### **Article B.4 EI Rebate**

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

### **Article B.5 Registered Retirement Savings Plan**

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

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

## **Article B.6 Salary Indemnity Plan Allowance**

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

## **Article B.7 Reimbursement for Personal Property Loss**

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

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

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

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

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

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

## **Article B.8 Optional Twelve-Month Pay Plan**

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



4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

## **Article B.9 Pay Periods**

Provincial Articles B.9.1-B.9.3 are not applicable in School District No. 53 (Okanagan Similkameen). See Article B.9.4 below.

### **Local Provisions:**

4. Teachers shall be paid in ten (10) monthly installments. A mid-month advance will be paid on the 15th day of the month or the last working day prior to except for the month of December. In years where the month-end payment referred to in Article B.9.5 occurs later than December 20th, a mid-month advance will be paid. The mid-month advance for a full-time teacher will be \$1,800. Mid-month advances will be pro-rated for part-time teachers and may be pro-rated in other circumstances where the teacher's net monthly pay will be less than normal.
5. The month end payment will be made on the second to the last working day of the month.

## **Article B.10 Reimbursement for Mileage and Insurance**

Provincial Article B.10.1 and B.10.2 do not apply in School District No. 53 (Okanagan-Similkameen).

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.

Provincial Article B.10.4 does not apply in School District No. 53 (Okanagan-Similkameen)

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

**Local Provisions:**

5. Mileage Allowance
  - a. Teachers who are requested by the Employer to use their personal vehicles in order to carry out their assigned instructional responsibilities shall be reimbursed for mileage. Effective July 1, 1990 the amount of the rate paid for mileage shall be the same as the BCSTA executive mileage rate. This rate shall remain the same as the BCSTA executive mileage rate and will reflect any changes therein.

**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. General Benefits
  - a. The Employer shall provide each eligible teacher with the applications or enrolment forms for participation in the benefit plans.
  - b. The Employer shall provide information to eligible teachers on how to obtain benefits from the various plans, including the pension plan.
  - c. Subject to the conditions of the benefit plans, the Employer agrees to pay its share of the cost of benefits for all full-time teachers while they are in receipt of salary under this agreement, provided that a part-time teacher's appointment and a temporary teacher's full-time appointment must be for a minimum of four (4) months or more.

- d. Subject to the conditions of the benefit plans, part-time teachers employed .4 FTE or more shall be entitled to the benefit provisions of this agreement in the same manner as full-time teachers. Part-time teachers employed less than .4 FTE shall be entitled only to the Medical Services Plan of B.C.
  - e. The Employer will continue to pay its share of the premium payments for the medical plan, EHB, dental plan and group insurance during the period, not exceeding one (1) year, that a teacher is on medical leave of absence and in receipt of the BCTF Salary Indemnity Plan - Short Term benefits and for one (1) further calendar year beyond the expiry of the Salary Indemnity Plan benefits where the teacher is in receipt of benefits from the BCTF Salary Indemnity Plan - Long Term.
  - f. For those benefits capable of being maintained, any teachers granted a leave of absence shall have their benefits maintained by the Employer during the period of leave by notice of the teacher, upon the Employer receiving pre-payment of the total premiums applicable during the leave of absence.
  - g. The Union recognizes the right of the Employer to change carriers for the benefit plans referred to in this agreement. The Employer shall not reduce the terms of the existing plans without the agreement of the Union. The Employer shall provide the Union with a copy of all master teacher benefit contracts. [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2 and LOU No. 9.]
6. Medical Plan
- a. The Employer shall pay 80% of the cost of the premium for the provincial medical health plan.
7. Extended Health Benefits
- a. The Employer shall pay 100% of the premium cost of the Provincial Extended Health Benefit Plan.
8. Dental Plan
- a. The Employer shall pay 85% of the premium cost of a mutually-agreed dental plan including:
    - i. Plan "A" Basic Restoration coverage at 80%
    - ii. Plan "B" Major Restoration coverage at 60%
    - iii. Plan "C" Orthodontic coverage at 50%, lifetime maximum of \$2,000 per person covered. Effective July 1, 2015, orthodontic services coverage and lifetime limit are per provincial minimums.
  - b. For teachers hired after December 31, 1978, participation in the plan shall be a condition of employment

9. Group Life Insurance

- a. The Employer shall pay 100% of the net premium cost of a mutually-acceptable group life insurance plan for each participating teacher.
- b. The Employer shall pay 100% of the premium cost of the BCTF/BCSTA Group Life Insurance Plan "B" for each participating teacher.
- c. Teachers in the employ of the Employer as of December 31, 1975 shall be voluntary participants in the plan. After that date, participation shall be a condition of employment for new employees.
- d. The Employer shall administer the BCTF Optional Term Life Insurance Plan and deduct the monthly premium from those teachers participating in the plan.

10. Employee and Family Assistance Program (EFAP)

- a. The present Employee and Family Assistance Program will remain in effect unless changed by the mutual agreement of the Employer and the Union. The Employer shall pay 50 percent of the premium cost.
- b. This plan shall be administered by a Joint Committee consisting of one representative of the Employer and one representative of the Union.

11. Death Benefits

- a. In the event of the death of a teacher in the employ of the Employer, the Employer shall pay to the widow or widower of the deceased, or to the estate if there be no widow or widower, the full month's salary for the month in which the employee deceased.
- b. Where possible, the Employer shall continue to provide the medical, extended health, and dental benefits to the dependents of the deceased teacher for a period of three (3) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision.

**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 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 Placement on Schedule – General**

- 1. At the time of appointment, the Employer shall advise the teacher, in writing, of the documentation required to establish initial scale placement.
- 2. Each teacher shall submit all documentation required by the Employer to establish salary placement. Such documentation shall be submitted within three months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Employer, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
- 3. The Employer shall not refuse a request for extension of the time limits, provided that the delay is not the fault of the teacher.

4. The Employer shall notify the teacher, in writing, of the category and experience placement that has been assigned.
5. Upon receipt of documentation which establishes a salary category different from that in which the employee was initially placed, a salary adjustment shall be effective retroactive to the effective date of the revised placement.

## **Article B.21 Category Placement**

1. Except as otherwise provided, the category placement of each teacher shall be in accordance with the teacher's qualifications as most recently determined by the Teacher Qualification Service. Verification is the responsibility of the teacher.
2. The minimum category placement for persons holding Letters of Permission shall be the first step of Category 4. Related experience, if applicable, shall be granted in accordance with the provisions of Experience Recognition, Article B.22 of this agreement.

3. Category 4 (B. Ed. Elementary)

Only teachers in Category 4 with a Bachelor of Education (Elementary) degree who received an allowance of \$100 in 1978 shall continue to receive said allowance.

## **Article B.22 Experience Recognition**

1. Submission of Proof: The submission to the Employer of proof of experience is the responsibility of the teacher and shall be in a manner defined by the Employer.
2. Increment Date: An increment shall be awarded annually, to the category maximum, on September 1, January 1, or April 1, following the date on which the applicable experience accumulation is earned.
3. Criteria: The criteria in determining the number of years' experience applicable for salary purposes shall be as follows:
  - a. Full recognition to the category maximum for experience gained in:
    - i. Government funded and inspected schools in Canada, the British Commonwealth and the U.S.A. provided:
      1. a minimum of eight (8) months' full-time employment in one (1) year shall be required to constitute a full year's experience.
      2. a minimum assignment of 80% of full-time employment for ten (10) consecutive school months shall constitute a full year's experience. Such experience credit shall not be granted for experience gained prior to September 1, 1979.

- ii. Experience credit earned prior to July 1, 1988 will be granted for:
  - 1. periods of full-time employment each four (4) months or more;
  - 2. periods of part-time employment each four (4) months or more in proportion to the percentage of time taught.
  - 3. Any combination of these experience credits must total ten (10) months to constitute a year's experience.
- iii. Experience credit also will be granted for:
  - 1. any continuing or temporary appointment to the District subsequent to July 1, 1988, (i.e. less than Article B.22.3.a.i.1 and B.22.3.a.i.2 above)
  - 2. No teacher shall lose experience recognition as a result of the implementation of this clause.
  - 3. Any combination of these experience credits must total ten (10) months to constitute a year's experience.
- iv. Effective September 19<sup>th</sup>, 2014, teacher teaching on call experience credit is accumulated in accordance with Provincial Article C.4 (Teacher Teaching on Call Employment) and Letter of Understanding No. 16.
- v. Professional employment as a member of an accredited university or college faculty if the employee holds a valid teaching certificate and the total load is nine (9) hours or more a week for a full academic year.
- vi. Professional employment by the Ministry of Education while holding a valid teaching certificate.
- vii. On application to the Superintendent a teacher may be granted experience credit for teaching in private schools in Canada or other schools or institutions not specified herein.
- viii. Teachers with experience outside teaching in a field or fields closely related to the main subjects of their courses may be credited with not more than three (3) years' experience in addition to those recognized for teaching experience, but in no case shall their salary exceed the maximum of the category on which they are paid. The Superintendent shall evaluate such experience.
- ix. Absence while on employer paid sick leave and maternity in accordance with Article G.22 (Maternity Leave).
- x. Full-time service to the local Union or the BCTF shall carry full experience credit. Part-time service shall be credited as for part-time teaching.

## **Article B.23 Part-time Teachers' Pay and Benefits**

1. A part-time teacher is one whose FTE as set out in their letter of appointment is less than 1.0. The calculation of the FTE shall be proportionate to the required work days (Article D.23.2) of a full-time teacher.
2. Part-time teachers shall be paid that portion of their regular scale placement as set out in their letter of appointment.
3. Sick leave provisions for part-time teachers shall be as set out in Article G.21 (Sick Leave).
4. Part-time teachers shall be eligible to participate in all benefit plans in accordance with Article B.11.2 (General Benefits).

## **Article B.24 Positions of Special Responsibility**

1. It is recognized that it is the Board's prerogative to establish new positions of special responsibility. However, in the event that a new position is created during the life of this Agreement then the allowance will be negotiated by the Union and the Employer.
2. Department Heads
  - a. Each year, the appropriate Principal, in consultation with the current department heads and the teaching staff, shall review and revise, if required, the job descriptions for department heads. These descriptions shall be the recognized job descriptions for such positions.
  - b. Annual allowances will be provided as follows:
    - i. For six (6) Department Heads at S.O.S.S.:

Effective July 1, 2019	\$13,091.63
Effective July 1, 2020	\$13,353.46
Effective July 1, 2021	\$13,620.53
    - ii. For three (3) Department Heads at O.S.S.:

Effective July 1, 2019	\$6,545.82
Effective July 1, 2020	\$6,676.74
Effective July 1, 2021	\$6,810.27
    - iii. For three (3) Department Heads at S.E.S.S.:

Effective July 1, 2019	\$5,662.91
Effective July 1, 2020	\$5,776.17
Effective July 1, 2021	\$5,891.69



- c. Notwithstanding Article B.24.2.b, the Principals, in consultation with the current department heads and teaching staff, may decide to create a greater or fewer number of Department Head positions and determine the appropriate allocation of the above allowances.
- d. This clause shall not require the Board to create Department Head positions nor to agree to split work loads.

### 3. Principal's Designate

- a. A principal's designate is a teacher appointed to be temporarily in charge of a given school when the Principal is absent and where no Vice-Principal has been appointed or where a school has a Principal and a Vice-Principal and it is necessary for both to be absent.
- b. No principal's designate shall be left in charge of a school for a period in excess of five consecutive working days.
- c. Principal's designates shall be paid an annual sum as follows:

Effective July 1, 2019	\$385.04
Effective July 1, 2020	\$392.74
Effective July 1, 2021	\$400.60

- d. Principal's designates shall be selected from the teaching staff and appointed by the Board upon the recommendation of the Principal. Such appointments shall be made on an annual basis.
- e. The principal's designate shall not issue student suspensions or deal with major administrative or managerial duties or undertake supervision or evaluation of teachers.
- f. The principal's designate shall strive to ensure that the safety of students and the security of the school are maintained and shall deal with emergent matters.
- g. The principal's designate is encouraged to consult with a district office Principal to deal with unique or unusual matters.

## Article B.25 First Aid Allowance

- 1. The Employer shall pay an annual allowance as set out below to a teacher or teachers holding a valid Occupational First Aid Level 2 certificate and designated by the Employer as the First Aid attendant in a school pursuant to the WCB Regulations.

Effective July 1, 2019	\$513.39
Effective July 1, 2020	\$523.65
Effective July 1, 2021	\$534.13

2. The Employer shall reimburse the applicable course fees for the renewal of the certificate, subject to successful completion of the course by such designated teacher. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course.
3. It is understood that the Employer may designate an employee other than a member of the bargaining unit.

#### **Article B.26 Part Month Payments and Deductions**

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the teacher.
2. An appointed teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
3. Where employment begins on a day other than the first prescribed day of a month, or terminates on a day other than the last prescribed day of a month, the amount to be paid in salary for that month shall be proportionate to the number of prescribed days in that month.

#### **Article B.27 Salary Protection**

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

## **SECTION C      EMPLOYMENT RIGHTS**

### **Article C.1    Resignation**

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

### **Article C.2    Seniority**

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

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
  - b.     Seniority Verification Process
    - i.     The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii.    The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii.   The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3.     Teacher Teaching on Call (TTOC)
  - a.     A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

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

**Local Provisions:**

- 6. Seniority
  - a. In this article, "seniority" means an employee's length of continuous service since the effective date of appointment to a continuing contract. Upon appointment to continuing contract an employee's seniority date shall be adjusted to reflect aggregate full-time equivalent service on temporary appointments in the district during the five immediately preceding school years.
 

Continuous service shall include periods of time away from teaching in School District No. 53 for the reasons set out in Article C.2.6.f below (for seniority purposes).
  - b. In addition to the provisions of Article C.2.6, the seniority for an employee on a continuing contract shall include:
    - i. Teacher teaching on call seniority accumulated pursuant to Provincial Article C.2.3;
    - ii. Seniority on a temporary appointment accumulated pursuant to Provincial Article C.2.4; and
    - iii. Seniority ported in accordance with Provincial Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

- c. Where the seniority of two or more employees is equal under the preceding paragraph, the employee with the greatest full-time equivalent continuous service since appointment shall be deemed to have the greatest seniority. Periods away from teaching in School District No. 53 for the reasons set out in Article C.2.6.f below shall be counted as service (for seniority purposes).
- d. Where the seniority of two or more employees is equal under the preceding paragraph, the employee with the greatest full-time equivalent service in previous appointments with School District No. 53 shall be deemed to have the greatest seniority.
- e. Where the seniority of two or more employees is equal under the preceding paragraph, the employee with the greatest full-time equivalent out-of-district teaching experience recognized for salary purposes shall be deemed to have the greatest seniority.
- f. Absence from teaching in School District No. 53 for the following reasons shall be considered part of continuous service:
  - i. Leave of absence approved by the Employer, including long-term sick leave.
  - ii. Leave for duties with the South Okanagan Similkameen Teachers' Union and the BCTF.
  - iii. Secondment to the Ministry of Education, a Faculty of Education or pursuant to a recognized teacher exchange program.
  - iv. Leave for teaching with the Department of National Defense or Canadian Universities Services Overseas.
  - v. Self-Funded Leave Plan.
  - vi. Compassionate care leave (Article G.2).
  - vii. For the purposes of this section, continuity of service shall be deemed not to have been broken by resignation for purposes of approved maternity leave followed by re-engagement within a period of one year. Seniority that was previously ported from SD No. 53 to another school district pursuant to Article C.2.2 shall not be credited, unless such seniority is subsequently ported back to SD 53 pursuant to Article C.2.2.
  - viii. For the purposes of this section, continuity of service shall be deemed not to have been broken by termination and re-engagement pursuant to Article C.26.5.

7. Seniority List
  - a. The Employer shall, by January 15 of each year, forward to the Union a list of all employees employed by the Employer in order of seniority calculated according to this article setting out the length of seniority as of September 1 of that year.
8. Article C.2.6 shall apply only to teachers on continuing appointments.

### **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.

[See also local Article E.23 Evaluation]

### **Article C.4 TTOC Employment**

1. Experience Credit
  - a. For the purpose of this article, a teacher teaching on call (TTOC) shall be credited with one (1) day of experience for each full-time equivalent day worked.
  - b. One hundred seventy (170) full-time equivalent days credited shall equal one (1) year of experience.
2. Increment Date for Salary Grid Placement

Upon achieving one (1) year of experience, an increment shall be awarded on the first of the month following the month in which the experience accumulation is earned.

### **Article C.20 Employment on Continuing Contract**

1. All teachers appointed by the Employer to the teaching staff of the district shall be appointed on a continuing contract of employment, except for:
  - a. temporary appointments, subject to the provisions of this agreement;
  - b. teachers teaching on call, subject to the provisions of this agreement.

## **Article C.21 Dismissal and Discipline for Misconduct**

1. The Employer shall not dismiss, suspend or discipline any teacher bound by this agreement except for just and reasonable cause.
2. Where a teacher is under investigation by the Employer for alleged cause, the teacher and the Union shall be notified in writing, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified at the earliest reasonable time and before any disciplinary action is taken by the Employer. The teacher shall be advised of the right to be accompanied by a representative of the Union at any meeting in connection with such investigation and the Union shall be notified in advance before such meeting is held.
3. The Employer shall not dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the teacher entitled to be present, in respect of which:
  - a. the teacher and the Union shall be given seventy-two (72) hours notice of the meeting;
  - b. at the time such notice is given, the teacher and the Union shall be given a statement in writing of the specific grounds for the contemplated action and all documents that will be considered at the meeting;
  - c. the Union, on behalf of the teacher may file a written reply to the allegations prior to the meeting;
  - d. at such meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Union and they shall be entitled to hear and to respond to all the evidence presented to the Board, to receive copies of all documents placed before the Board, and to ask questions of clarification, procedures, and/or information;
  - e. the decision of the Board shall be communicated in writing to the teacher and the Union and shall contain specific reasons for the decision.
4. The parties acknowledge that it is desirable to avoid damage being caused to a teacher's reputation by premature release of information regarding a matter which is or may be the subject of discipline or dismissal of the teacher, and therefore agree as follows:
  - a. neither party shall release to the media or the public information in respect of the discipline or dismissal of a teacher, except as agreed by the parties or by joint release agreed upon by the parties, before an arbitration board constituted to hear a grievance of the discipline or dismissal has issued its final award.
  - b. the foregoing shall not be construed as preventing the Board from disclosing the fact that discipline, suspension or dismissal of a teacher has occurred. The Union shall be notified of such disclosure.

5. Notwithstanding Provincial Article A.6.0 (Grievance Procedure), where a teacher has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that Article.
6. Discipline, suspension or dismissal shall not be set aside by an arbitrator on the basis of a technical irregularity or an error in procedure.
7. Where a teacher is suspended under Section 15(5) of the School Act, the Board shall, prior to taking further action under Section 15(7) of the School Act, hold a meeting in accordance with the procedures outlined in Article C.21.3, unless the right to this meeting is waived in writing by the Union or the teacher.
8. Prior to a teacher being suspended under Section 15(4) of the School Act, the Board shall hold a meeting in accordance with the procedures outlined in Article C.21.3, unless the right to this meeting is waived in writing by the Union or the teacher.

## **Article C.22 Procedures Where Dismissal Based on Performance**

1. The Employer shall not dismiss a teacher pursuant to this Article except where the Employer has received three reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports shall be prepared in accordance with the process established in Article E.23 (Evaluation) of this Agreement, and in accordance with the following conditions:
  - a. the reports shall have been issued in a period of not less than twelve (12) months and not more than twenty-four (24) months, exclusive of any period of leave;
  - b. at least one of the reports shall be a report of the Superintendent of Schools or the Assistant Superintendent of Schools;
  - c. at least one of the reports shall be a report of the Principal of the school to which the teacher is assigned;
  - d. the reports shall be written independently of each other.
3. Within one (1) month of a teacher receiving a first or second less than satisfactory report, the teacher may:
  - a. request and may be granted, a transfer to a position which the teacher feels will provide an optimum opportunity to show improvement, and such request shall not be unreasonably denied, or,
  - b. request and shall be granted a leave of absence without pay on one occasion for up to one year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than three (3) months after the teacher has returned to teaching duties. The period of leave and the three (3) months after the teacher has returned shall not count for purposes of Article C.22.2.a above.



4. Where the Employer intends to dismiss a teacher on grounds of less than satisfactory teaching performance, it shall notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and Union representative to meet with the Superintendent and the Board within 14 days of such notice.
5. Where, subsequent to such meeting, the Employer decides to dismiss a teacher pursuant to this Article, it shall issue notice of dismissal at least one month prior to the date of dismissal, setting out the grounds for such action.

### **Article C.23 Part-time Teachers' Employment Rights**

1. Prior to April 1, a teacher with a continuing full-time appointment to the teaching staff of the district, may without prejudice to that appointment, request a part-time appointment for a year or less, and the Employer shall not unreasonably refuse such a request.
2. Prior to April 1, a teacher with a continuing part-time appointment, may, without prejudice to that appointment, request a reduced assignment for a year or less. The Employer will consider educational needs such as the learning environment, recruitment and overall staffing in the school.
3. At the end of the specified period, the teacher may request a further part-time appointment of not more than one additional year, which may be granted at the Superintendent's discretion.
4. At the end of the period of the part-time appointment, a teacher shall have the option of:
  - a. reverting to a comparable continuing appointment in the same school, or if such is not available,
  - b. assuming another comparable continuing position in that school, or if such is not available,
  - c. assuming another comparable continuing position in the district, or
  - d. with the approval of the Employer, the appointment becoming a reduced continuing part-time appointment. Such approval may depend on the willingness of the teacher to be transferred to match up with another continuing part-time position. In that event, approval will not be withheld.
5. A teacher with a continuing part-time appointment may without prejudice to that appointment request an additional temporary part-time appointment for a specified fraction of time.
6. A teacher on a part-time continuing appointment, or a part-time temporary appointment, may request a full-time continuing appointment, and shall have rights to such appointment as are contained in this agreement.

7. Two teachers employed full-time by the Employer may jointly request a specified job-sharing appointment in respect of a single full-time position that is currently held by either one of the teachers. Where the request is granted,
  - a. salary shall be pro-rated according to the percentage of time worked by each teacher;
  - b. when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro-rata scale placement for all such work;
  - c. each teacher is considered for all other purposes, including benefits (Article B.11.2.f), to be on unpaid leave of absence with respect to the time not worked for the period of one year at which time they may request a further job-sharing appointment of not more than one additional year, which may be granted at the Superintendent's discretion;
  - d. at the end of the period of the job sharing appointment or where one of the teachers terminates employment, Article C.23.3 shall apply.

## **Article C.24 Temporary Teachers Employment Rights**

1. The Employer may appoint a teacher on a temporary appointment only in the following circumstances:
  - a. to replace a teacher who is absent on any paid or unpaid leave, including any secondment or any vacancy created by Article C.23 (Part-Time Teachers' Employment Rights).
  - b. to replace a teacher whose employment terminates for any reason during the school year, for not more than the duration of that year.
  - c. for the purposes of an assignment to a pilot program or special project for a period of one school year or less, or to replace a teacher who is so assigned.
  - d. to accommodate an unanticipated enrolment increase, for not more than the duration of the school year.
2. Notice of a temporary appointment shall be in writing, specifying the period of its duration. At the expiration of the period specified in the notice, a temporary appointment shall be deemed to be terminated.
3. The Employer agrees to provide the Union, by October 15 in each school year, a list of teachers hired on temporary appointments for the school year, and a list of positions the Employer considers temporarily existing or temporarily vacant for the school year.
4. After ten (10) consecutive months on a temporary appointment, a teacher will be placed on a continuing contract if rehired by the Employer the next school year. This clause does not apply to part-time continuing teachers who obtain additional temporary appointments.

5. Article C.24.4 notwithstanding, a teacher on a temporary appointment, who is directly replacing a continuing contract teacher on a maternity leave, parenthood leave, secondment, Department of National Defense leave or any combination thereof, for longer than ten (10) consecutive months, shall be appointed to a continuing contract after twenty (20) consecutive months on a temporary appointment if rehired by the Employer the next school year.
6. For the purposes of Articles C.24.4 and C.24.5, appointments made in accordance with Article C.25.3.a shall not constitute rehiring.

## **Article C.25 Teachers Teaching On Call Employment Rights**

1. Availability of Teachers Teaching on Call
  - a. When classroom coverage is necessary for a teacher with instructional duties who is absent from school, a teacher teaching on call or a teacher replacement shall be employed.
  - b. In emergency situations, where no suitable teacher teaching on call is available, a teacher may be required to perform the duties of a teacher who is absent.
2. Teacher Teaching on Call List
  - a. The Employer shall maintain a list of the following:
    - i. Teachers teaching on call (certified by the Teacher Regulation Branch)
    - ii. Teacher Replacements (non-certified)
  - b. Teachers teaching on call with the appropriate qualifications and experience shall be called before teacher replacements.
  - c. The teacher teaching on call list shall be established annually. Teachers teaching on call on the list as of June 30 will be surveyed as to their desire to remain on the list for the coming school year. New teachers teaching on call will be added throughout the year with the approval of the Superintendent of Schools or designate. Teachers shall not be removed from the teacher teaching on call list by the Employer save for just and reasonable cause.
  - d. The Employer shall forward to the Union a copy of the teacher teaching on call list as it is updated.
3. Appointments
  - a. Where the Employer reasonably expects a teacher to be absent for more than 20 days, the vacancy shall be filled by appointment to a temporary contract. When a teacher teaching on call completes twenty (20) days continuous teaching in the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.

- b. The teacher teaching on call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns, provided that the teacher teaching on call is properly performing the duties of the absent teacher.
- c. Except as provided for in Article C.25.1 above a teacher teaching on call shall be required to assume only the duties of the teacher who is being replaced.

## **Article C.26 Recall/Severance/Termination**

- 1. Where the Employer considers that for educational, organizational or budgetary reasons it is necessary to reduce the total number of teachers employed by the Employer, it shall be done in accordance with the provisions of this article. Nothing in this article is intended to interfere with the Employer's authority regarding suspension, dismissal or termination of teaching personnel for proper cause in accordance with this Agreement, the *School Act or Regulations*.
- 2. Principle of Security
  - a. For the purposes of this article, the Employer and the Union recognize that increased length of professional employment with the Employer entitles teachers who possess the necessary qualifications to increased security of teaching employment.
- 3. Procedures for Reducing Teaching Staff
  - a. When a reduction in the number of teachers employed is necessary, the teachers to be retained on staff shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
  - b. The Employer shall give each teacher it intends to terminate pursuant to this article at least thirty calendar days' notice in writing, such notice to be effective at the end of the school year, the commencement of Christmas or Spring Break, or the commencement of Semester or Quarter Break. The Employer shall concurrently forward a copy of such notice to the Union.
  - c. The terms "seniority" and "qualifications" shall be interpreted as defined in Article C.2 and C.26.4 below.
- 4. Qualifications
  - a. In this article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on teaching certification, training, education and experience of a teacher that that teacher will be able to perform the duties of the position in an acceptable manner.

## 5. Teachers' Right of Re-Engagement

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

## 6. Sick Leave

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

7. Benefits

A teacher who retains rights of re-engagement shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement by payment of the full costs of such benefits to the Employer.

8. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated save and except a teacher who is terminated or dismissed for proper cause in accordance with this Agreement, the School Act or Regulations, may elect to receive severance pay within eighteen (18) months of the date of termination.
- b. Severance pay shall be calculated at the rate of 5% of one year's salary for each completed year of continuous service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- c. A teacher who receives severance pay pursuant to this article and who is subsequently re-hired by the Employer, shall retain any payment made under the terms of this section and in such case, for purposes only of the preceding subsection, the calculation of years of service shall commence with the date of such re-hiring.

9. This article shall apply only to teachers on continuing appointments.

## SECTION D WORKING CONDITIONS

### Article D.1 Class Size and Teacher Workload

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

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

Local language:

1. The parties agree to the following class size guidelines.
2. Maximum sizes for regularly scheduled classes except band shall be:

Present Designations:

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

3. Where the Employer considers it necessary, it may plan to exceed the maximums in D.1.2 in up to eight (8) classes in the District.
4. Maximums shall be in force after September 30 each year with the following exceptions:

For up to eight (8) classes:

- a. the maximums may be exceeded by one (1) student at the Primary (3,4) split class, and Grade 4 to Grade 7 level except one (1) intermediate class may be exceeded by two (2) students.
- b. the maximums may be exceeded by two (2) students at the Grade 8 to Grade 12 level.

5. After September 30, the maximums can be exceeded by one (1) student for split classes or multi-age classes and two (2) students for other classes.
6. The number of students in a laboratory, shop, or other specialized classroom shall not normally exceed the number for which the facilities were designed. In the case of Grade 8 Tech Ed classes, 24 students are allowed only when there are 24 or more stations.
7. The teacher who feels that the needs of a particular child in their class are so demanding/disruptive that they are detrimental to the learning conditions of that class, may refer the matter to the Administrative Officer of the school who shall make all reasonable efforts to arrive at a creative solution at the school level.
8. The assignment of student(s) to classes within each elementary school will be determined by the Administrative Officer(s) in consultation with the appropriate classroom teacher(s). Such consultation shall occur as soon as is reasonably possible.

## **Article D.2 Class Composition and Inclusion**

No provincial language.

Local language:

1. The intent of this Article is to reach consensus, wherever possible, on the integration of exceptional students from the following Ministry categories:
  - a. 3.19 - Dependent Handicapped
  - b. 3.20 - Moderately Mentally Handicapped
  - c. 3.21 - Severely Handicapped
  - d. 3.22 - Physically Handicapped
2. When the District Principal of Special Education and/or Administrative Officer identifies students as having exceptional needs, the school-based team shall meet to determine:
  - a. the exceptionality of the student in accordance with Ministry guidelines;
  - b. the appropriate placement and program;
  - c. testing requirements, if any;
  - d. any necessary resources.
3. The School Based Team shall consist of the District Principal of Special Education, the Administrative Officer(s) of the receiving school, the sending teacher, receiving teacher(s), Learning Assistance teacher(s). In addition, parent(s)/guardian(s) and other professional(s) who deal with or may be required to deal with the student may be included in the team.



4. If the School Based Team determines that an exceptional student is to be integrated on a temporary, permanent, full-time or part-time basis into a heterogeneous class of students, then prior to placement within the class, it shall consider the following:
  - a. data and reports outlining the student's abilities or needs;
  - b. the composition, number of students in the class or classes, and the range of student educational and behavioural needs represented in the class;
  - c. the professional opinion of the teachers affected;
  - d. the resources (human, physical, material) necessary to integrate the student and to provide an effective educational program;
  - e. the teacher's in-service needs, including release time from the instructional day to determine the needs of such students, to receive related training, and to consult with other staff and resource persons regarding such students. Whenever possible, the appropriate in-service shall be arranged prior to the placement. The scheduling of such release time is to be subject to the approval of the Administrative Officer. Teachers shall not be expected to take such training during the months of July and August. Where, at the formal written request of the Employer, a teacher agrees to take and complete such training approved by the Superintendent, the employer shall give the teacher paid time off during the school year at a mutually agreeable time; failing such agreement, shall pay the teacher pro-rata based on the teacher's annual salary.
5. Trained teaching assistants shall be provided for assisting exceptional students with toileting, and changing for physical education, participating in special events during lunch intermission and recess, and during class/instructional time as needed.
6. Where a student with exceptional educational needs has been placed in a class or classes, there shall be ongoing evaluation of the placement with the teacher(s) and parent(s) involved.
7. The classroom teacher will contribute to the design of the program for exceptional students.
8. The maximum number of exceptional students as identified in D.2.1 shall be two in a single class unless additional exceptional students are requested by the teacher.

### Article D.3 Non-Enrolling Staffing Ratios

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:462 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:281 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:62.7 ESL/ELL students	Former LOU No. 5 (2000)

### Article D.4 Preparation Time

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

[See Article D.22 for additional preparation time provisions]

### Article D.5 Middle Schools

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.

3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the Collective Agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

## **Article D.6 Alternate School Calendar**

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

aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - iv. The hearing shall commence within a further ten (10) working days; and
  - v. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **Article D.20 Home Education**

Teachers who enroll classes or otherwise provide educational programs to school-based students shall not be required to register, instruct, prepare materials or exams, assess or prepare reports or provide other educational resources to home education students unless home schooling constitutes a discrete portion or part of the teacher's assignment.

## **Article D.21 Medication and Medical Procedures**

1. The Employer shall establish a system for the administration of medication and medical procedures for students.
2. Teachers shall not be called on to administer medication or medical procedures to students on a regular, predictable basis.
3. Where exceptional circumstances exist that require a student to receive medication or medical procedures, and no one other than the teacher can administer such medication, the Principal and teacher will discuss and seek a common resolution. When required, the Principal or designate will arrange appropriate training.
4. Teachers have a duty to render assistance to students in an emergency.

## **Article D.22 Hours of Work, Preparation and Planning**

1. Regular Work Day
  - a. The regular work day of a full-time elementary teacher is inclusive of
    - i. instructional time in the classroom not to exceed five hours and five minutes inclusive of fifteen (15) minutes of recess;
    - ii. a regular noon intermission.
  - b. The regular work day of a full-time secondary teacher is inclusive of
    - i. instructional time in the classroom not to exceed five hours and twenty minutes inclusive of homeroom;
    - ii. a regular noon intermission.
2. A teacher's weekly instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons and shall include preparation time, time assigned to supervise curricular activities, class changes and recess, and study periods.
3. There shall be no increase in the weekly instructional assignment of a full-time teacher during the term of this agreement.
  - a. It is agreed that a teacher may voluntarily, with the Employer's agreement, undertake a weekly instructional assignment which shall alter the maximum instructional time worked in any regular work day provided the weekly instructional assignment does not exceed the normal weekly instructional maximums. These arrangements are subject to the ratification of the teaching staff of a school for educationally sound reasons.

4. Full-time elementary teachers shall be provided on their timetable one-hundred (100) minutes (one-hundred and ten (110) minutes effective June 30, 2019) per week or two-hundred (200) minutes (two-hundred and twenty (220) minutes effective June 30, 2019) in each two (2) week period free from instructional duties. The minimum block of time shall be 30 minutes unless a teacher requests a smaller block of time.
5. Full-time secondary teachers shall be provided on their timetable twelve and one-half percent (12.5%) of total instructional time for purposes of preparation.
6. Preparation time shall be provided for lesson planning, correcting papers, collecting materials, group planning and other duties related to preparation for teaching.
7. Part-time teachers shall receive preparation time pro-rated according to their teaching assignment.
8. When scheduling makes preparation time impractical for part-time teachers, their appointment shall be increased on a pro-rated basis to the equivalent of the preparation time.

#### **Article D.23 Regular Work Year for Teachers**

1. The annual salary established for employees covered by the Agreement shall be payable in respect of the teacher's regular work year as outlined in the Board's annual school calendar which shall not exceed 194 days.
2. The number of required days of work for a full-time teacher shall be as follows:
  - a. 187.0 days of instruction
  - b. 5.0 days for professional development
  - c. 1.0 day for parent/teacher conferences
  - d. .5 day for opening day administration
  - e. .5 day for year-end administration.
3. The following days shall not be included as required days of work:
  - a. Saturdays, Sundays and Statutory holidays.
  - b. Christmas and Spring Break periods
  - c. non-instructional days scheduled by the Employer for in-service outside the regular work year.
4. Any work performed by employees covered by this agreement beyond the teacher's regular work year shall be voluntary.
5. Where, at the request of the Superintendent or designate, a teacher agrees to work outside of the teacher's regular work year, the Superintendent or designate shall give the teacher paid time off during the school year at a mutually agreeable time, or failing such agreement, shall pay the teacher pro-rata based on the teacher's annual salary.

6. All days in session shall be scheduled during the period commencing the Tuesday after Labour Day and ending no later than June 30.
  - a. Should it be necessary to extend the school year beyond this period in order to meet the legal requirements or to schedule the regular work days, it will be done in consultation with the Union, and the Employer shall endeavor to obtain the agreement of the Union. It is intended that, where possible, the days in session will be scheduled to end on the last Friday in June.
7. The first day of Christmas break shall be on the Monday preceding December 26. School shall re-open on the Monday following January 1 unless January 1 is Saturday or Sunday then school shall re-open Tuesday, January 3 or January 4.
8. The first day of Spring Break shall be the third Monday in March. School shall re-open the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall re-open on the Tuesday following the fourth Monday in March.

#### **Article D.24 Supervision Duties**

1.
  - a. No teacher shall be required to perform school supervision duties during the school's regularly scheduled noon intermission.
  - b. No teacher shall be required to perform school supervision duties during the school's scheduled recess break.
2. Other supervision duties shall not be increased as a result of the implementation of this article.
3. Principals shall consult with their teaching staff to achieve a balanced distribution of supervision duties.
4. The parties agree that teachers who supervise any school event held outside of regular instructional hours do so on a voluntary basis.

#### **Article D.25 Intentionally left blank**

#### **Article D.26 Extra-Curricular Activities**

1. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
2. The Union and the Employer agree that extra-curricular activities are an important element of a student's school life. It is recognized that teachers participate in extra-curricular activities on a voluntary basis.
3. Involvement or non-involvement in extra-curricular activities shall not form any part of the job description, posting, or evaluation of any teacher.

4. The employer's comprehensive general liability insurance shall cover teachers for liability arising from approved extra-curricular activities.

#### **Article D.27 Health and Safety**

1. The Employer agrees to maintain a safe and healthy environment in the work place.
2. A Health and Safety Committee shall be established and maintained as required by Workers' Compensation Act. The Health and Safety Committee shall develop a plan to assist in meeting the WHMIS requirements of the Federal and Provincial WHMIS legislation.
3. A teacher shall not be disciplined or penalized for refusal to work in conditions that the teacher reasonably believes are unsafe or where health is at risk.
4. Teachers have a duty to render assistance in an emergency.
5. The examination of students for communicable diseases or infestations shall not be the responsibility of any teacher.

#### **Article D.28 Local Union Involvement in Board Budget Process**

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

#### **Article D.29 Staff Meetings**

1. The Principal shall give at least seven (7) days notice of a regular staff meeting. Where seven (7) days advance notice is not given, teachers shall make reasonable efforts to attend the meeting.
2. All staff members shall have the right to submit items for consideration on the staff meeting agenda. The Principal may refuse to place an item on the agenda for the reasons of impropriety or confidential personnel matters.
3. An agenda of items shall be given to teachers two (2) days prior to any regular staff meeting.
4. Written minutes of staff meetings shall be kept and copies shall be provided to all staff.
5. Staff meetings shall be held only on school days as defined by the school year calendar.
6. Staff meetings shall not be scheduled to commence more than one-half (1/2) hour prior to the beginning of classes nor to conclude later than two (2) hours after the dismissal of students. The length of the staff meeting shall not exceed one and one-half (1 1/2) hours except with the agreement of the parties.



7. Teachers shall attend regular staff meetings, unless excused by their Principal. Attendance at staff meetings which extend beyond the time frames set out in paragraph 6 is not required, but teachers shall make reasonable efforts to attend such staff meetings.
8. Part-time and itinerant teachers shall attend staff meetings whenever practicable.

## **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 Vacancies**

### **1. Posting Procedure**

All temporary and continuing positions in the District for which recruitment is required shall be posted internally as follows:

- a. electronically and in all schools and district facilities;
- b. all employees of the District may apply for such positions;
- c. successful applicants will be advised of their new appointment;
- d. unsuccessful internal applicants will be advised that their application was not successful.

### **2. Recruitment advertisements may be placed externally in addition to the internal postings noted above.**

### **3. Filling Priorities**

- a. Position vacancies shall first be filled from the following list:
  - i. teachers eligible from the re-engagement list under Article C.26;
  - ii. Employer-initiated transfers;

iii. Applications from:

1. continuing teachers
2. teachers returning from leaves

Where a vacancy is to be filled from Article E.20.3.a.iii, the vacancy will be filled by the senior applicant who has the qualifications necessary to fill the vacancy. Qualifications are defined in Article E.20.5.

- b. Any remaining vacancies shall next be filled by placement of teachers returning from leaves who were not placed under Article E.20.3.a.
4. In filling any remaining vacancies, the Employer shall consider the following:
- i. temporary teacher applicants;
  - ii. teacher teaching on call applicants and other applicants.

Such appointments shall be made in a fair and reasonable manner.

5. The teacher appointed to a position shall be the teacher who possesses the best qualifications for the position. Where teachers possess qualifications which are relatively equal, the teacher with the greatest seniority shall be selected. Qualifications are defined as the academic training, experience, skills and abilities necessary to assume the duties and responsibilities of the available position, quality of teaching as reflected in reports, and the educational needs of the receiving school. It may include examination of written reports and references. Qualifications for a position will be fixed in the posting for the vacancy.

6. Filling Procedure

- a. The reassignment of continuing teachers within the school including teachers returning to the school from leaves of absence with rights to positions as prescribed in the Collective Agreement shall occur prior to April 30, where possible (Article E.22.2.a).
- b. Prior to June 30, filling of vacancies for the following school year shall proceed in the following manner:
  - i. All vacancies for the coming school year shall be posted as outlined in Article E.20.1.
  - ii. All vacancies filled from April 30 to June 30 shall follow the procedures in Posting and Filling (Article E.20), first from Article E.20.3 and then from Article E.20.4.



7.
  - a. Vacancies filled after June 30 and to April 30 shall be filled as a temporary assignment. These positions will not normally be filled by a teacher who already occupies a continuing or temporary position. After the reassignment of teachers in accordance with Article E.20.6.a, these vacancies shall be posted for the following school year. A continuing teacher who was given a temporary assignment shall only be considered in the reassignment process in the teacher's original school as per Article E.20.6.a.
  - b. Notwithstanding Article E.20.7.a, where a position has been posted prior to June 30 and the position has not been filled under Article E.20.3, the Employer may fill the position after June 30 on a continuing basis.
  - c. Nothing in this article is intended to limit the appointment provisions of Article C.24.1.
8. After the commencement of school in September, when a part-time teacher's assignment is increased by a maximum of .3, the part-time teacher may receive the increase on a temporary basis without the increase being posted. After April 30, after the reassignment of continuing teachers within a school, the entire assignment or the subsequent vacancy will be posted and all teachers in the district may apply.

## **Article E.21 Transfers**

A transfer is the assignment of a teacher from the teaching staff of one school to the teaching staff of another school.

1. Employer-Initiated Transfers:
  - a. Transfers shall not be initiated by the Employer for arbitrary or capricious reasons.
  - b. The Employer shall meet with and inform the teacher of the nature of the proposed transfer and the reasons for it.
  - c. The teacher shall have the opportunity to consider the matter and reply within five (5) working days and may request a meeting with the Superintendent or designate to discuss the matter. The teacher shall have the right to be accompanied by a member of the Union.
  - d. At, or subsequent to, such a meeting, the Employer and the teacher shall consult and determine the in-service required, if any, to adequately prepare for the proposed transfer.
  - e. Transfers initiated by the Employer shall be completed no later than June 15 in a school year for the next school year. After June 15<sup>th</sup>, exceptional circumstances that lead to transfers will be discussed with the Union.
  - f. Transfers initiated by the Employer during the school year as a consequence of changes in student enrolment shall not be subject to the time limits contained in Article E.21.1.b and E.21.1.c above.

- g. If other circumstances not reasonably foreseen to the Employer necessitate transfers during the school year, the Employer and the Union will discuss the time limits governing such transfers.
- h. Unless exceptional circumstances exist, any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years.
- i. A teacher who is transferred for reasons of projected enrolment decline shall have the option to return the following year to the position from which the teacher was transferred, in the event that the projected decline did not actually materialize.
- j. Where inter-community transfers are necessary, the Employer shall give first consideration to teacher-initiated transfer requests. If such requests cannot be met, transfers between communities shall be completed in accordance with the above provisions of this Article.

## **Article E.22 Assignment in School**

- 1. Assignment within a school shall be based on the qualifications, training, experience, personal preference of the teacher, equitable distribution of the workload, and the needs of the school.
- 2.
  - a. Timetable constraints and scheduling options will be reviewed with teachers prior to being finalized. Where possible such review shall take place prior to April 30 of each year.
  - b. Where reassignment within a school is necessary because of unforeseen circumstances after the commencement of school in September, timetable constraints and scheduling options will be reviewed with teachers and, prior to the reassignment being finalized, all available teachers shall have the opportunity to express interest.
- 3. Assignments within a school shall be adjusted so that beginning teachers will be given a carefully designed teaching assignment whereby the most demanding classes are not the responsibility of a beginning teacher. The teaching staff committee shall encourage more experienced teachers in a school to volunteer to assist with the orientation of a new teacher.
- 4. A teacher may appeal an assignment to the Principal either directly or through the teaching staff committee. Failing resolution of the matter, it may proceed to the Superintendent.

## Article E.23 Evaluation

1. All reports on the work of a teacher shall be in writing.
2. At least two (2) weeks prior to commencing observations, the evaluator shall meet with the teacher and discuss the purposes of the evaluation, the approximate time span and schedule of observations and the criteria and standards to be applied. The criteria shall be in writing and shall be as currently established in Board Policy (December 20, 1989). Changes to the criteria shall be made by mutual agreement between the Union and the Employer.
3. Not less than three (3) nor more than six (6) formal classroom observations which reflect the teacher's assignment shall be conducted in completing the report process.
4. Periods chosen for observation shall be during appropriate periods of the school year and the teacher shall have the opportunity to select two (2) of the observation times.
5. Following each observation, the evaluator shall discuss with the teacher any observations and impressions. Such observations and impressions shall further be provided to the teacher in the form of a written anecdotal statement as soon as is reasonably possible.
6. Reports shall be prepared only by evaluators authorized under the *School Act* and/or *Regulations*. The Board will develop and publish a policy outlining the criteria and standards to be used when a resource person (described in Section 20 (3) of the *School Act*) is consulted for the evaluation of teachers in specialized assignments. The Union will be consulted as part of the process in developing this policy.
7. The report shall reflect those aspects of the teaching and learning situation which can reasonably be expected to be within the teacher's responsibility and control.
8. Where relevant, the report shall note any discrepancy between the teacher's assignment and the teacher's professional training and/or experience.
9. The content of a teaching report shall be a specific objective description of the work of a teacher and the learning situation in the teacher's class, based on the criteria established under Article E.23.2.
10. In the event of a less than satisfactory report, a plan of assistance shall be made available to the teacher by the Employer. The plan of assistance shall be completed before another report is initiated.

11. The teacher shall be given a draft copy of a report at least 48 hours prior to preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft. The teacher shall have the opportunity to:
  - a. review the accuracy of information,
  - b. request the inclusion of other relevant information, and
  - c. discuss any items of concern.
12. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
13. The final report shall be filed in the teacher's personnel file at the school district office. A copy shall be given to the teacher at the time of filing.

#### **Article E.24 No Discrimination**

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

#### **Article E.25 Intentionally left blank**

#### **Article E.26 Intentionally left blank**

#### **Article E.27 Personnel Files**

1. There shall be only one personnel file for each teacher maintained at the district office. Any file relating to a teacher, kept at a school, shall be forwarded to the District office when the teacher leaves that school.
2. After receiving a request from a teacher, the Superintendent or designate, in respect of the district file, or the Principal, in respect of any school file, shall, as soon as practicable, grant access to that teacher's file.
3. The Superintendent or designate shall be present when a teacher reviews his/her file, and the teacher may be accompanied by an individual of his/her choosing.

4. The Employer agrees that only factual material and material relevant to the employment of the teacher shall be maintained in personnel files. Where a teacher is of the view that material on file does not meet these criteria, and the material is not removed from the file, the teacher may submit a written comment on the material or any other supporting documentation which shall be attached to, and filed with, all copies of the disputed material.
5. Where material critical of the teacher or in the nature of a reprimand is placed in the file:
  - a. the teacher shall be so informed, and
  - b. the teacher may elect to attach an addendum to the material.
6. Where material critical of the teacher or in the nature of a reprimand is placed in the file, the teacher may request to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed. If not removed, the teacher may submit a written comment as per Article E.27.4 above.
7. Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate Principals of the school district.

## **Article E.28 Falsely Accused Employee Assistance**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising duties as an employee of the Board, and:
  - a. an investigation by the Board has concluded that the accusation is false, or
  - b. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false.
2. The teacher and the teacher's family shall be entitled to all reasonable specialist counselling and/or medical assistance, up to a maximum of \$3,000, to deal with negative effects of the allegations.
3. The teacher shall be assisted by the Employer in assuring successful return to teaching duties, including first priority for transfer to any vacant position requested by the teacher, short-term (less than 3 months) leave of absence with pay, and, where requested by the teacher, provision of factual information to parents as approved by the Board.
4. Where a teacher has been suspended pursuant to Section 15 (4 or 7) of the *School Act*, the teacher shall be reinstated with full back pay providing the teacher is acquitted of the charges and any additional investigation by the Employer concludes that the teacher has not been guilty of any wrongdoing.

## **Article E.29 School Act Appeals**

1. Where a student and/or parent/guardian files an appeal under the *School Act* (Section 11) and/or Board By-Law of a decision of a teacher covered by this Agreement:
  - a. the Board shall refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first informed or discussed the decision with the teacher(s) who made the decision;
  - b. the teacher and the Union shall as soon as practicable be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
  - c. the teacher shall be entitled to attend any formal meeting with the Board or its representatives in connection with the appeal where the appellant is present and shall have the right to representation by the Union;
  - d. the teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. No decision or By-Law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the teacher of any right, benefit or process otherwise provided by statute law.

## **SECTION F      PROFESSIONAL RIGHTS**

### **Article F.20 Professional Development: Funding and Control**

1. The Employer and the Union shall establish and maintain a District Professional Development Committee.
2. The Committee shall be comprised of:
  - a. one teacher-elected representative from each elementary school;
  - b. one teacher-elected representative from each secondary school;
  - c. the Union's professional development chairperson;
  - d. one teacher-elected representative from the teachers teaching on call; and
  - e. three representatives of the Employer.
3. The Committee shall develop an annual professional development plan, organize district-wide professional development activities and administer the Professional Development Fund pursuant to guidelines developed by the Committee and approved by both the Employer and the Union. Such guidelines shall include:
  - a. allocation of funds to individual, school-based, and district-wide professional development activities;
  - b. procedures for receiving and approving applications, and for disbursing the Fund;
  - c. accounting procedures which conform to generally accepted accounting practices;
  - d. requirements for reports on funded professional development activities and acceptable statements of expenses;
  - e. procedures to facilitate teacher identification of professional development needs; and
  - f. procedures for designing, implementing, and evaluating professional development programs.
4. In each year of the Collective Agreement the Employer agrees to pay \$225 per teacher to the Fund and the Union shall pay \$62.50 per teacher to the Fund. The Employer will also contribute \$25 per teacher to be used for District wide professional development activities.
5. In each year of the Collective Agreement, the Employer agrees to pay to the Fund a sum of \$1000 to provide professional development for teachers teaching on call.

6. The Committee is accountable to the Union and to the Employer. It shall provide both parties with an annual written report regarding funded professional development activities and including financial statements for the Fund. The statements and financial records may be audited by or on behalf of either party.
7. The Fund is intended to improve teaching, including enhancement of curricular knowledge, development of instructional skills, broadening exposure to pedagogical theories, methods, and strategies, and other teaching-related activities approved by the Committee.
8. The Fund will only be used for purposes of professional development and will not be required to finance curriculum implementation.
9. Nothing in this article shall limit the Employer's right to direct and pay for additional professional development activities or undertakings.
10. Leave of absence to participate in professional development activities shall be requested in accordance with Article G.20 (Leave – General).

#### **Article F.21 Professional Development Days**

1. All of the five (5) Professional Development days (Article D.23.2.b) shall be used for teacher professional development activities as follows:
  - a. a minimum of three (3) days shall be used for activities determined at the school level by the School Professional Development Committee;
  - b. professional development activities shall be scheduled in such a fashion as to ensure days of instruction comply with the Standard School Calendar as determined by the School Act;
  - c. the Principal shall be a member of the School Professional Development Committee; and
  - d. professional development activities may include: program development, staff development, school plan development and individual in-service.
2. The remaining professional development days may be used for other activities such as district-wide, zonal, and provincial conferences.
3. The Employer shall approve professional development day activities as are sanctioned by the District Professional Development Committee or in the case of the school-based days by the School Professional Development Committee.

#### **Article F.22 Parent/Teacher Conference Days**

1. The school administration and the staff shall have the flexibility to determine the scheduling of the Parent/Teacher Conference Day (Article D.23.2.c) and shall endeavor to accommodate those parents/guardians who are unable to attend during regular school hours. A full Parent/Teacher Conference Day shall not be counted as a day of instruction for any students.



## **Article F.23 Curriculum Implementation**

1. It shall be the responsibility of the Employer and the Union to strike a District Curriculum Implementation Committee. When new curriculum and/or significant educational change is initiated by the district or the Ministry and introduced to the school district, the District Curriculum Implementation Committee shall make recommendations to the Employer and the Union that include the following:
  - a. time requirements;
  - b. professional support and in-service needs;
  - c. material requirements;
  - d. funding requirements;
  - e. such other matters as the Committee feels appropriate.
2. The District Curriculum Implementation Committee shall be composed as follows:
  - a. Elementary Principal
  - b. Secondary Principal
  - c. Superintendent of Schools or Designate
  - d. Union Professional Development Chairperson or designate
  - e. Elementary teacher
  - f. Secondary teacher
3. The District Curriculum Implementation Committee may appoint sub-committees. The number of sub-committees will normally be limited to four at any one time.
  - a. Where implementation of new curriculum affects either elementary or secondary instruction, the sub-committee will be comprised of up to four teacher members (which shall include representation from each affected school), selected by each teaching staff, and one Principal.
  - b. Where implementation of new curriculum affects both elementary and secondary instruction, the sub-committee will be comprised of up to six teacher members (one from each school), selected by each teaching staff, and one Principal.
4. Curriculum sub-committees shall report and make recommendations to the District Curriculum Implementation Committee.
5. The Employer shall provide reasonable travel expenses and release time for members of the District Curriculum Implementation Committee and its sub-committees.
6. Upon request, the District Curriculum Implementation Committee shall receive reports on all grants and monies allocated for, and expenditures on, district curriculum implementation and/or educational change. The information shall be provided as soon as practicable.
7. When locally-developed district curriculum is being considered for introduction, an adhoc sub-committee may be struck by the District Implementation Curriculum Committee for the purposes of providing recommendations.

## **Article F.24 No Discrimination: Curriculum**

1. Whenever a formal, written complaint is received that curriculum material is sexist, or discriminatory, the material shall be referred to an adhoc committee of two Employer and two Union members. This adhoc committee will review the material and make recommendations to the Employer. The Union recognizes it is the responsibility of the Employer to make the final decision as to suitability of curriculum material.

## **Article F.25 Professional Autonomy**

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

## **Article F.26 School Accreditation**

1. The primary objective of the school accreditation/assessment process is the improvement of learning outcomes for students. The means of achieving this objective is by school self-assessment to recognize school strengths in serving students and the identification and development of a school growth plan to address areas requiring development and improvements.
2. It is acknowledged that an internal and external accreditation/assessment requires increased clerical time and release time for teachers in order to minimize the disruption to instruction. The Employer shall provide such time in accordance with the Ministry guidelines and funding.
3. The teachers and the Employer representatives shall consider the recommendations of the external accreditation/assessment report. Should these recommendations not be acted upon, reasons in writing shall be provided upon request.
4. Ministry funds targeted for accreditation/assessment follow-up in a school shall only be used for those purposes.

## **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.21 Sick Leave, for sick leave use and accrual]

### **Article G.2    Compassionate Care Leave**

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

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

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

[See also Article G.27 for short term compassionate leave of up to 5 days.]

### **Article G.3 Employment Standards Act Leaves**

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

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

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

### **Article G.4 Bereavement Leave**

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

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

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 this clause “family member” means:
    - a. in relation to an employee:
      - i. a member of an employee's immediate family;
      - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;

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

[See also Article G.4.5.]

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

#### **Local Provisions:**

- 5. In the event of the death of any relative not mentioned in Article G.4.1 or a friend of teacher, the teacher shall be entitled to leave for one (1) day, at the cost of a teacher teaching on call, for the purpose of attending the funeral and additional days, if necessary, without pay, for travel.

[See also Article G.4.3]

#### **Article G.5 Unpaid Discretionary Leave**

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

#### ***Implementation:***

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

[Note: See also Article G.28 Discretionary Leave.]

## **Article G.6 Leave for Union Business**

1. a. Any union member shall be entitled to a leave of absence with pay as authorized by the local union or BCTF and shall be deemed to be in the full employ of the board.  
  
b. 'Full employ' means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.
2. The local or BCTF shall reimburse the board for 100 per cent of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement.
3. Where a Teacher Teaching on Call (TTOC) replaces the member on union leave, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the TTOC.
4. Where a non-certified replacement is used, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the replacement.
5. Where teacher representatives are requested by the board to meet on union-management matters during instructional time, representative(s) shall be released from all duties with no loss of pay.

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

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

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

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

### **Elected union officer release**

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

## **Article G.7 TTOCs Conducting Union Business**

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

## **Article G.8 TTOCs – Conducting Union Business Negotiating Team**

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

## **Article G.9 Temporary Principal / Vice Principal Leave**

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
  - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
  - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice – Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
  - a. Teacher Evaluation
  - b. Teacher Discipline



6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

## **Article G.10 Teachers Returning From Parenting and Compassionate Leaves**

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

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

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

## **Article G.11 Cultural Leave for Aboriginal Employees**

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

## **Article G.20 Leave - General**

1. All leave requests under this section, except unplanned sick leave, shall be in writing and shall give reasonable notice to the Employer considering all the circumstances of the leave. In cases of emergency, the written leave request may be submitted retroactively.

2. The following procedure for determining the cost of a teacher teaching on call will apply whenever there is a deduction based upon teacher teaching on call costs including the following:

Bereavement Leave (Article G.4)

Discretionary Leave (Article G.28)

Elected Office/Community Service Leave (Article G.29.2 and G.29.3)

Summer Session Leave (Article G.30.1)

Short-Term Leaves for Association and BCTF (G.6.6)

Short-Term Leaves for CTF and Teacher Regulation Branch (Article G.34)

- a. If a teacher teaching on call is called for the full duration of the regular teacher's leave, then the calculation will be based upon the actual cost of that teacher teaching on call.
- b. If no teacher teaching on call is called, then the calculation will be based upon the cost of a teacher teaching on call with Category 4 certification, for the full duration of the absence.
- c. If a teacher teaching on call is called for only a portion of the absence, the cost will be the greater of the following:
  - i. the actual cost of that teacher teaching on call for the portion of the absence, and
  - ii. the cost of a Category 4 teacher teaching on call for the full duration of the absence.
- d. Where the regular teacher's absence is for more than one day, the above procedure will be applied separately to each day.

## **Article G.21 Sick Leave**

1. Sick leave with pay is earned on the basis of 1.5 days for each month taught by the teacher in the service of the Employer. Teachers on part-time appointments will accrue sick leave on a proportionate basis to their appointment.
2. For the purpose of this article, a month taught shall mean a month in which a teacher is absent for not more than fifty percent (50%) of the teaching days.
3. Any days during which the teacher has been absent with full pay for reasons of illness, injury or unavoidable quarantine shall be charged against sick leave accumulated by the teacher. A teacher on an approved unpaid leave or on layoff from the Employer shall not have access to or accumulate sick leave for the period of such absence, but shall retain their cumulative allowance, if any existing, at the time of such leave or layoff.
4. The maximum number of days of sick leave allowed with full pay in any one school year shall not exceed 120.

5. Each teacher shall receive by October 31st an annual statement of their accumulated sick leave as of June 30th.
6. In each year, fifteen (15) days of sick leave shall be advanced to each teacher at the beginning of the school year. Teachers commencing employment with the Employer during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.
7. A teacher may be required to provide an acceptable medical certificate in relation to any absence due to illness or injury.

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

## **Article G.22 Maternity Leave**

1. Maternity leave without pay shall be granted:
  - a. as provided for in Part 6 of the *Employment Standards Act* in effect as of July 1, 1988, or
  - b. for a stated period of time determined by the teacher, not to exceed one (1) year beyond the statutory period.
2. For the purposes of this Article, a normal term break shall be considered to be the commencement of the school year, the commencement of school after the Christmas recess, and the commencement of school after the Spring Break.
3. After a teacher's pregnancy is confirmed the teacher should inform the Principal so that matters associated with the teacher's leave can be discussed with the Superintendent.
4. A teacher on maternity leave shall receive experience recognition for up to a maximum of one (1) year.
5. For those benefits capable of being maintained, a teacher on maternity leave may, upon prepayment of the employee portion of premiums by post-dated cheques, have the teacher's benefits maintained by the Employer for up to a maximum of one year.
6. Early Return and Emergency Situations:
  - a. in the case of an incomplete pregnancy, death of the child, or other special situations, or should a teacher's personal circumstances change, an application for return to duty at a date earlier than that specified above will be considered by the Superintendent, who will make every effort to comply with such requests.
  - b. the teacher intending to make an early return to duty will submit a written application and, where applicable, a medical certificate.

7. Assignment

- a. notwithstanding the return to work provisions of the *Employment Standards Act*, a teacher returning during the same school year from maternity leave shall be reassigned to the same position in the same school held prior to the leave.
- b. a teacher returning from maternity leave during the next school year, shall be assigned to the position which she would have held if the leave had not been taken.

8. Supplemental Employment Insurance Benefit Plan

When a pregnant teacher applies for and is granted maternity leave to which the teacher is entitled pursuant to the *Employment Standards Act*, the School District shall pay to the teacher upon receipt of proof that she is receiving employment insurance benefits, ninety-five percent (95%) of the teacher's current salary for the first two (2) weeks of the leave.

### **Article G.23 Parenthood Leave**

1. A teacher with a dependent child or children shall be granted upon request, a leave of absence without pay for a period up to twenty (20) school months and the return to duty will coincide with the commencement of a normal term break as defined in Article G.22 (Maternity Leave).
2. Unless exceptional circumstances exist, request for parenthood leave must be submitted in writing to the Superintendent by April 15, if the leave is to commence the following September, or three (3) months in advance if the leave is to begin during the school year.
3. For those benefits capable of being maintained, a teacher may, upon payment by post-dated cheques have the benefits paid by the Employer for the duration of the leave.
4. Teachers granted a leave of fewer than twenty (20) months under this clause may request to extend their leave up to the maximum of twenty (20) school months. This request shall be granted provided the request is submitted in accordance with the notice provisions of Article G.23.2.

### **Article G.24 Adoption Leave**

1. The teacher (or teachers, if both are employed by the Board) shall be granted leave for mandatory interviews or travelling time to receive a child. Leave granted with pay for such purposes shall not exceed three (3) days.
2. In the case of adoption and legal guardianship of infants up to the age of three (3) years, maternity leave, without pay, shall be granted on request and shall commence from the date of arrival of the child in the home. The provisions of Article G.22 (Maternity Leave) shall apply.

## **Article G.25 Paternity Leave**

1. Teachers shall be granted necessary time to take their partner to hospital, to return their partner home from hospital, or to attend the birth. Leave granted with pay for such purposes shall not exceed two (2) days.

## **Article G.26 Jury/Witness Duty**

1. A teacher who is required by a Court of Law to serve as a juror or to obey a subpoena as a court witness shall be granted leave with pay. The teacher shall give proof of such required service and shall pay to the Board any fees received for such service.
2. Leave of absence to appear in one's own defense or in appearances created by the teacher's private affairs shall be granted without pay.

## **Article G.27 Compassionate Leave**

1. Where a teacher makes written application for compassionate leave because of serious illness, requiring hospitalization, within the teacher's immediate family as defined in Bereavement Leave, and where such leave is approved by the Employer, leave with pay shall be granted to a maximum of five (5) days annually. The teacher may be required to produce a certificate from a duly qualified medical practitioner as proof of such illness in his or her family.

[See also Provincial Article G.2. Compassionate Care Leave for leave longer than 5 days]

## **Article G.28 Discretionary Leave**

1. As requested by the teacher, up to three (3) days leave of absence with pay for personal reasons shall be granted per school year, at the cost of a teacher teaching on call, except as follows:
  - a. in conjunction with the annual opening and closing of schools except with the approval of the Superintendent.
  - b. to extend the school vacation periods of Christmas or Spring Break except with the approval of the Superintendent.
2. Leave requests are to be received by the Superintendent not less than five (5) days prior to the leave except in emergent circumstances.

3. Should a concern arise over the number of teachers applying to use discretionary leave on any given day due to the availability of teachers teaching on call or the operational needs of a school, the President and the Superintendent or their delegates will attempt to resolve the matter and the leaves so granted will be on a first come first served basis. The Superintendent will make the final decision should resolution not be found. If leave requests are received at the same time, a teacher who has not been granted such a leave in that school year will have precedence over a teacher who has.

[Note: See also Article G.5 Unpaid Discretionary Leave.]

## **Article G.29 Leave for Elected Office and Community Service**

1. When a teacher is nominated as a candidate and wishes to contest a village, municipal, regional, provincial or federal election, the teacher shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, the teacher shall be granted an unpaid leave of absence for one term.
2. Teachers elected or appointed to village, municipal or regional district offices or public boards, shall be granted leave at the cost of a teacher teaching on call, of three (3) days in any one school year, and may be granted up to an additional five (5) days of leave at the cost of a teacher teaching on call to attend meetings as required during school hours.
3. Teachers with community service request may be granted leave at the cost of a teacher teaching on call for up to three (3) days in any one school year.

## **Article G.30 Summer Session Leave**

1. With the approval of the Superintendent, a teacher with five years' experience or more in the District may be granted leave of up to two (2) teaching days in the last week of June to attend summer sessions out of province. Such leave shall be at the cost of a teacher teaching on call.

## **Article G.31 Travel Leave**

1. When the teacher is on a Board-directed activity or approved field trip or extra-curricular trip where return to work is delayed due to circumstances beyond the control of the teacher and the teacher has taken all reasonable steps to arrive on time, a leave of absence with pay shall be granted. Where the teacher has access to a telephone, the teacher should make all reasonable effort to inform the Principal or designate of the delay in the return, the reason for the delay and the expected time of arrival.

## **Article G.32 W.C.B. Leave**

1. Teachers prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the *Workers Compensation Act*, shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and their regular salary to a maximum of six (6) months, provided that such teacher shall not be entitled to use their sick leave credits for time lost during the said six (6) month period by reason of any such disability.
2. Where the disability continues beyond the initial six (6) month period, the employee shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board and the teacher's regular salary to a maximum of an additional six (6) months, provided that such employee has sick leave credits available. In such cases, the charge against the teacher's sick leave credits shall be in the same proportion that the Employer's payment bears to the full salary of the teacher computed at the end of each month, to the nearest half-day.

## **Article G.33 Self-Funded Leave Plan**

1. The Board shall administer a Self-Funded Leave Plan determined by a separate agreement [see Appendix B]. 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.
2. On return from leave, the teacher shall be assigned to a comparable position in the same school or if such is not available to another comparable position in the district or to another available position which is acceptable to the teacher.
3. The teacher's Self-Funded Leave Plan contributions shall be issued as soon as reasonably possible following the regular pay day.

## **Article G.34 Leave for CTF and Teacher Regulation Branch Council**

1. Short-term Leave:  
  
Unless otherwise specified in this Collective Agreement, leaves to serve as members of a committee and/or task force of the CTF and/or Teacher Regulation Branch Council shall be granted without loss of pay, and the Employer shall be reimbursed by the Union for the cost of a teacher on call.
2. Long-Term Leaves:  
  
The Employer agrees to release elected or appointed Union representatives from teaching duties to full-time (100% of school year) positions of the CTF. Such release time shall be granted without pay and for a maximum of four (4) years.

A teacher returning to teaching duties upon completion of such leave shall be assigned:

- a. to a comparable position in the same school commensurate with the teacher's most recent experience and training, or
- b. to another position which is acceptable to the teacher.

### **Article G.35 Leave for Contract Negotiations**

1. Leave of absence with pay shall be granted for two (2) members of the Union when negotiations are conducted during instructional hours.

### **Article G.36 Early Retirement Incentive Plan**

1. The Employer will provide an early retirement incentive plan, subject to the following conditions:
  - a. The plan is intended to operate at no cost to the Employer. The number of early retirements will be limited to two per year. The Employer retains the discretion to further limit the number of early retirement incentives approved when there are teachers on the recall list.
  - b. In consideration of each early retirement incentive approved and notwithstanding the other provisions of Article E.20, once Articles E.20.3.a and E.20.3.b have been applied, the Union agrees that the Employer has the unfettered right to appoint the applicant of its choice.
  - c. For a full-time teacher whose early retirement has been approved under the conditions of this plan, the total amount to be paid will be \$20,000. For a part-time teacher, the amount will be pro-rated in accordance with their percentage of teaching time at the time of application. The amount will be paid following retirement on a date or dates selected by the teacher in consultation with the Secretary-Treasurer.
  - d. Eligible teachers who wish to apply under this early retirement plan must apply to the Superintendent in writing not later than December 31 for retirement as of the following June 30.
  - e. In order to be eligible to apply under this plan, a teacher must:
    - i. be of age 55 to 64 as of June 30 of the school year in which retirement occurs.
    - ii. have completed twenty (20) years or more of service as a teacher, ten continuous years with School District No. 53 which may include up to one year of leave.



- iii. as of the December 31 preceding retirement,
  - 1. be actively employed for that school year, or
  - 2. be an employee who has been on sick leave for not more than four continuous teaching months and who was actively employed in the 12 months immediately preceding the commencement of sick leave.
- iv. not be eligible for a full pension at the time of retirement.
- v. retire under the Teachers' Pension Plan at the time of retirement from School District No. 53.
- f. In the event that more than two eligible teachers apply, selection will be based upon seniority as defined in Article C.2.6. In the event that applicants have the same seniority, age shall then be the determining factor.
- g. The early retirement plan shall be subject to all applicable federal and provincial legislation.
- h. In the event that the Provincial government initiates an early retirement plan, the Employer reserves the right to suspend the operation of this plan where a teacher would otherwise be eligible under both plans.

### **Article G.37 Teacher Exchange Return**

- 1. The return provisions of a teacher exchange shall be agreed in writing between the Employer and the employee in advance of the exchange. The return to the teacher's previous position will not be unreasonably denied.

## SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Subra Paliappa, Secretary-Treasurer  
School District No. 53 (Okanagan-Similkameen)

\_\_\_\_\_  
Ernie Millward, President  
South Okanagan Similkameen Teachers'  
Union

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

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

## Appendix A - Salary Grids South Okanagan Similkameen Teachers' Union

### Effective July 1, 2019 – June 30, 2020

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

### Effective July 1, 2020 – June 30, 2021

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

**Effective July 1, 2021 – June 30, 2022**

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

## Appendix B – SD53 and SOSTU Self-Funded Leave Plan

AGREEMENT BETWEEN  
SCHOOL DISTRICT NO. 53 (OKANAGAN SIMILKAMEEN)  
AND  
SOUTH OKANAGAN SIMILKAMEEN TEACHERS' UNION  
SELF-FUNDED LEAVE PLAN

WHEREAS 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 for one school year through deferral of salary on such terms as may be set out herein.

It is intended that such plans qualify as "prescribed plans" within the meaning of Regulation 6801 of Income Tax Act (Canada).

The following sets out the terms of the Self-Funded Leave Plan for the eligible employees of the Board of Education, School District No. 53 (Okanagan Similkameen).

### 1. DEFINITIONS

"Accrued interest" means the amount of interest earned in accordance with clause 3.3 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 3.5

whichever is later.

"Union" means the South Okanagan Similkameen Teachers' Union .

"Board" means the Board of Education, S.D. No. 53 (Okanagan Similkameen).

"Committee" shall consist of four members, two members to be appointed from time to time by the Board and two members to be appointed from time to time by the Union President.

"Current compensation amount" means the total compensation payable by the Board to the participant for the school year, including his/her proper salary and all allowances in accordance with the applicable collective agreement.

"Deferral period" shall be the number of years not to exceed six (6) years for which compensation is deferred in accordance with clause 3.1, including the years referred to in clauses 4.4 and 4.5, if applicable.

To allow for the possible application of these clauses, the original deferral period should not exceed five (5) years.

"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 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the participant in accordance with clause 3.4.

"Eligible employee" means a teacher on continuing appointment with the Board.

"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.

"Leave of absence" means the period described in clause 4.1.

"Memorandum of agreement" means the agreement described in Schedule "A".

"Participant" means an eligible employee who has completed a Memorandum of Agreement and whose application for participation in the Plan has been approved by the Superintendent in accordance with clause 2.2.

"Plan" means the self-funded leave plan set out in this agreement and includes all amendments thereto.

"School year" means the 12-month period from July 1 to June 30.

"Superintendent" means Superintendent of Schools.

## 2. APPLICATION

### Formal Application

2.1 In order to participate in the Plan, an eligible employee must make written application by way of Schedule "A" to the Superintendent at least one month before the starting date when the eligible employee wishes the deferrals to commence.

### Approval

2.2 The approval of each application made under clause 2.1 shall rest in the sole discretion of the Superintendent. The Superintendent shall, prior to the requested commencement of deferrals under the Plan, advise each applicant of the approval or disapproval of his/her application, and if the latter, an explanation therefore, however the explanation will not be open to question once given.

### Date of Participation

2.3 If the Superintendent gives approval in accordance with clause 2.2, 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, then on a date which is agreed to by the Superintendent and the eligible employee.

### 3. FUNDING FOR LEAVE OF ABSENCE

Funding for leave of absence shall be as follows:

#### Compensation Deferred

- 3.1 During each year of the deferral period, the participant will receive his/her current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement which is to be retained by the Board and less statutory deductions and other withholdings (see Schedule B). Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the Board on or before May 31<sup>st</sup> for subsequent year(s).

#### Maximum Percentage Deferred

- 3.2 The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third (33 1/3) percent.

#### Investment of Deferred Compensation

- 3.3 The monies retained by the board for each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) 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 choose such eligible financial institution and in making such determination the Board, the Union and members of the Committee shall not be liable to any participant for any investments made which are authorized by this clause.

#### Insolvency

- 3.4 In the event that any of the monies retained and invested pursuant to the terms of this Plan be 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 for the deferral period.

#### Payment of Accrued Interest

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

#### Reporting to participants

- 3.6 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. TAKING OF LEAVE OF ABSENCE

The taking of a leave of absence shall be governed by the following provisions:

##### Period of Leave

4.1 The leave of absence shall be for one school year.

##### Manner of Payment During Leave

4.2 The time and manner of payment to the participant during the leave of absence shall be in accordance with a Plan agreed between the Superintendent and the participant prior to the commencement of leave, but in any event payments shall not be more frequently than provided for the payment of regular salaries 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.

##### Amount of Payment During Leave

4.3 The total of the payments to be made to a participant in accordance with clause 4.2 during a leave of absence shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a participant and less any deductions taken at the request of the employee (see Schedule B). The participant shall not receive any salary from the Board during the leave other than the deferred compensation amount.

##### Board's Right to Refuse Leave

4.4 If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Plan, the Board, by April 30 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 school year.

In such case, the participant may choose to remain in the Plan or may withdraw from the Plan.

##### Participant's Right to Defer Leave

4.5 Notwithstanding the period of leave specified in the participant's memorandum, a participant may, on one occasion only, with the consent of the Superintendent given not later than April 30 prior to the scheduled date for the commencement of the leave, postpone such leave for one school year. The participant shall request such postponement not later than January 31 prior to the scheduled leave commencement date.

##### Leave of Absence

4.6 The leave of absence shall immediately follow the deferral period.



#### Return From Leave

- 4.7 The participant shall return to employment with the Board or with an employer that participates in the same or a similar Plan to fund leaves of absence for a period not less than the period of leave (i.e. one school year).

### 5. WITHDRAWAL

#### Termination of Employment

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

#### Withdrawal from Plan

- 5.2 A participant may withdraw from the Plan upon giving written notice of withdrawal by January 31 prior to the date on which the leave of absence is to commence.

#### Payment

- 5.3 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 sixty (60) days or, at the option of the participant, at a later date but no 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.

#### Upon Death

- 5.4 Should a participant die, the Board shall within sixty (60) days of notification of such death 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

#### Amendment

- 6.1 The Plan shall not be amended without consultation with the Union.

### 7. GENERAL

- 7.1 The Board will bear the administrative expenses of the Plan to the extent that such costs do not impose on the Board any costs that it would not otherwise have incurred.

- 7.2 To the extent that the administrative costs exceed those for which the Board is responsible under 7.1 of this Plan, participants shall bear such costs as nearly as possible pro rata in proportion to the amount of money they have invested in the Plan.

**SIGNATURES**

Signed at Vancouver, British Columbia, this 3 day of July, 2018



Subra Paljappa, Secretary-Treasurer  
School District No. 53 (Okanagan Similkameen)



Ernie Millward, President  
South Okanagan Similkameen Teachers'  
Union



Janet Stewart, Chief Operating Officer  
British Columbia Public School Employers'  
Association



Glen Hanson, President  
British Columbia Teachers' Federation

**SCHEDULE A**  
**SELF-FUNDED LEAVE PLAN MEMORANDUM OF AGREEMENT**

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

1. Enrolment Date

My enrolment in the Plan shall become effective commencing \_\_\_\_\_, 20\_\_\_\_.

2. Number of Years of Participation

I shall participate in the Plan for \_\_\_\_\_ years (not to exceed five (5) years), and my leave of absence shall immediately follow thereafter but subject to the provisions of paragraph 3 below.

3. Period of Leave

In accordance with Clause 4.6, I shall take my leave of absence from July 1, 20\_\_\_\_ to June 30, 20\_\_\_\_ but I shall have the right in accordance with Clause 4.5 to postpone such leave for twelve (12) months and the Board shall have the right to defer such leave for twelve (12) months in accordance with Clause 4.4.

4. Funding of Leave of Absence

In accordance with Clause 3.1, I direct that the Board withhold \_\_\_\_\_ percent (not to exceed thirty-three and one third (33 1/3) percent) of my current compensation amount during my participation in the Plan.

I understand that I may by written notice given to the Board on or before May 31<sup>st</sup>, alter the percentage amount for subsequent years.

5. Return to Employment

I understand I must return to employment with the Board for a period of time not less than the period of the leave.

6. Agreement Regarding Liability

I agree that the Board, the School District, the Union and members of the Committee shall not be liable to any participant or participants for the acts or defaults of each other or for any error in judgement or for any act of omission or commission in the administration or management of the monies retained, provided such monies have been invested in an institution authorized by the Plan. The Board, the School District, the Union and members of the Committee shall not be liable to any participant or participants for any loss suffered in respect to any investment or investments of the monies retained, whether complete loss or partial loss, whether direct loss or indirect loss, provided the investment or investments were made in an institution authorized by the Plan. Without restricting the generality of the foregoing, I release the Board, the School District, the Union and members of the Committee from any liability for any investments made which are authorized by the Plan.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

AGREED TO BY THE SUPERINTENDENT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature

cc: SOSTU

## SCHEDULE B

### STATUTORY AND VOLUNTARY DEDUCTIONS

	DEFERRAL YEARS BASED ON:	LEAVE OF ABSENCE YEAR BASED ON:
EI	Current Compensation Amount	No Deductions
CPP	Net Amount	Total Deferred Compensation
Income Tax	Net Amount	Total Deferred Compensation
Pension	Current Compensation Amount	See Note (1)
WCB	Current Compensation Amount	No Deductions
SIP	Current Compensation Amount	No Deductions
Medical	Normal Deduction	See Note (2)
EHB	Normal Deduction	See Note (2)
Dental	Normal Deduction	See Note (2)
Life Insurance	Normal Deduction	See Note (2)
Voluntary Life	Normal Deduction	See Note (2)
BCTF Dues	Normal Deduction	No Deductions
Local Dues	Normal Deduction	No Deductions

Note (1) Teacher can choose to purchase pensionable service during the year of absence, for details go to [www.pensionsbc.ca](http://www.pensionsbc.ca).

Note (2) Employee is responsible for 100% of premiums if he/she chooses to continue benefits.

Payroll will provide details on cost of benefits during your leave.

# LETTERS OF UNDERSTANDING REGARDING AMALGAMATION

## Memorandum Of Settlement

**Between:**

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

**And:**

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

**RE: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership – SD No. 5 (South East Kootenay), SD No. 6 (Rocky Mountain), SD No. 8 (Kootenay Lake), SD No. 53 (Okanagan Similkameen), SD No. 58 (Nicola-Similkameen), SD No. 79 (Cowichan Valley), SD No. 82 (Coast Mountains), SD 83 (North Okanagan-Shuswap), SD No. 91 (Nechako Lakes).**

The following agreement is made on a without precedent and prejudice basis, respecting the above noted districts only and represents full and final settlement to the above noted grievance on the following terms and conditions:

### **1.0 Union Recognition**

- 1.1 For collective agreement purposes, BCPSEA and each employer recognize one (1) local union/association per School District (Article A.2).
- 1.2 The organization of a local union/association and matters of how its authority/responsibilities are framed or delegated are matters within the exclusive authority of the BCTF and the local union/associations. Subject to PELRA and the exclusive bargaining agency of the BCTF, the local union/association designated by the BCTF has the exclusive right to exercise the local rights and capacities delegated by the BCTF pursuant to PELRA.
- 1.3 For purposes of recognition (Article A.2), upon written notice by the BCTF pursuant to Section 8 of PELRA, a new local union/association in the district succeeds and replaces the previously recognized union/association.
- 1.4 Nine (9) new local union/associations have been created:
  1. the "Cranbrook and Fernie Teachers' Association";
  2. the "Rocky Mountain Teachers' Association";
  3. the "Kootenay Lake Teachers' Association";
  4. the "South Okanagan Similkameen Teachers' Union";
  5. the "Nicola Valley and Princeton Teachers' Union";
  6. the "Cowichan Valley Teachers' Federation";
  7. the "Coast Mountain Teachers' Federation";
  8. the "North Okanagan Shuswap Teachers' Association"; and
  9. the "Burns Lake and Nechako Teachers' Union";

As a result,

SD No. 5 (Southeast Kootenay) – The Cranbrook and Fernie District Teachers' Association will replace all references to the Cranbrook District Teachers' Association in the previous local agreement.

SD No. 6 (Rocky Mountain) – The Rocky Mountain Teachers' Association will replace all references to the Windermere District Teachers' Association in the previous local agreement.

SD No. 8 (Kootenay Lake) – The Kootenay Lake Teachers' Federation will replace all references to the Nelson District Teachers' Association in the previous local agreement.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers' Union will replace all references to the Southern Okanagan Teachers' Association in the previous local agreement.

SD No. 58 (Nicola-Similkameen) – The Nicola Valley and Princeton Teachers' Union will replace all references to the Nicola Valley Teachers' Union in the previous local agreement.

SD No.79 (Cowichan Valley) – The Cowichan Valley Teachers' Federation will replace all references to the Cowichan District Teachers' Association in the previous local agreement.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers' Federation will replace all references to the Terrace District Teachers' Union in the previous local agreement.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers' Association will replace all references to the Shuswap Teachers' Association in the previous local agreement.

SD No. 91 (Nechako Lakes) – The Burns Lake and Nechako Teachers' Union will replace all references to the Nechako Teachers' Union in the previous local agreement.

- 1.5 For grievances from the Column C geographical area, it is understood that the language from the Column C agreement would apply for incidents which crystallized prior to July 1, 2002. The BCTF will provide BCPSEA with a list of such grievances. Should the date of crystallization be unclear, further discussions by the provincial parties shall take place.

## **2.0 Union Membership**

- 2.1 With the exception of the exempted employees referred to in Article A.3.2, as a condition of employment (Article A.3), employees covered by the teachers' collective agreement must become and remain members of the BCTF and the local Union/Association recognized and named in Article A.2 of the collective agreement.

2.2 The active membership application form prepared by the Union will require membership in the BCTF and the recognized local Union/Association. Should the recognized local Union/Association require membership in another Union/Association/organization as a condition of their membership in the BCTF and/or recognized local Union/Association, such membership requirement for these organizations can be included on this form.

2.3 As a result,

SD No. 5 (Southeast Kootenay) – as a condition of employment, teachers will become and remain members of the BCTF and the Cranbrook and Fernie District Teachers' Association.

SD No. 6 (Rocky Mountain) – as a condition of employment, teachers will become and remain members of the BCTF and the Rocky Mountain Teachers' Association.

SD No. 8 (Kootenay Lake) – as a condition of employment, teachers will become and remain members of the BCTF and the Kootenay Lake Teachers' Federation.

SD No. 53 (Okanagan-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the South Okanagan Similkameen Teachers' Union.

SD No. 58 (Nicola-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers' Union.

SD No. 79 (Cowichan Valley) – as a condition of employment, teachers will become and remain members of the BCTF and the Cowichan Valley Teachers' Federation.

SD No. 82 (Coast Mountains) – as a condition of employment, teachers will become and remain members of the BCTF and the Coast Mountain Teachers' Federation.

SD No. 83 (North Okanagan-Shuswap) – as a condition of employment, teachers will become and remain members of the BCTF and the North Okanagan Shuswap Teachers' Association.

SD No. 91 (Nechako Lakes) – as a condition of employment, teachers will become and remain members of the BCTF and the Burns Lake and Nechako Teachers' Union.

2.4 The employer will send the completed active membership application form to the recognized local union/association.

### **3.0 Local and BCTF Dues Deductions**

3.1 The employer agrees to deduct and remit dues and fees from teachers to the BCTF and the recognized local union/association pursuant to their constitutions and by-laws (Article A.4).

- 3.2 Pursuant to the BCTF and recognized local union's constitutions and by-laws, it is understood that this does not preclude the union from setting different dues/fee deductions for different members. Should this be the case, the recognized local union/association shall supply the employer with a letter from the recognized local union/association indicating the amount of dues/fees to be deducted.
- 3.3 When the employer remits the dues and fees to the BCTF and the recognized local union/association, the employer shall supply the recognized local union/association with a listing of the amount remitted for each member.
- 3.4 As a result,

SD No. 5 (Southeast Kootenay) – the Cranbrook and Fernie District Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 6 (Rocky Mountain) – the Rocky Mountain Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 8 (Kootenay Lake) – the Kootenay Lake Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 58 (Nicola-Similkameen) – the Nicola Valley and Princeton Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 79 (Cowichan Valley) – the Cowichan Valley Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

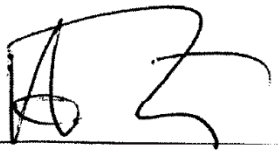
SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 91 (Nechako Lakes) – the Burns Lake and Nechako Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

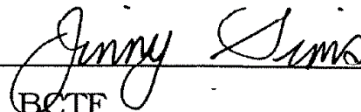


#### 4.0 Effective Date

- 4.1 The implementation of this grievance settlement shall take effect July 1, 2003 or at a later date agreed to by the parties. Notwithstanding the above, should there be a change to the dues deduction/remittance that does not allow for implementation by September 1, 2003, the local parties shall meet to discuss the implementation date for these changes to the dues/remittance, but in no case shall these changes take effect later than thirty (30) days from receipt of notice.

  
\_\_\_\_\_  
BCPSEA

Date: 9<sup>th</sup> Oct W 2003

  
\_\_\_\_\_  
BCTF

Date: 8<sup>th</sup> October 2003

This document replaces the original signed by Hugh Finlayson (for BCPSEA) and Jinny Sims (for BCTF) on July 8, 2003 and reflects necessary amendments as a result of the formation of a new amalgamated local union/association (the South Okanagan Similkameen Teachers' Union) in SD No. 53 Okanagan Similkameen.

/jr/utfe/iwa 1-3567

# **PROVINCIAL LETTERS OF UNDERSTANDING/INTENT**

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

### **BETWEEN**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

### **AND**

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

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

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

6. Effective date of local matters items:

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

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

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

<b>Appendix 1</b> <b>PROVINCIAL MATTERS</b>
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## **Appendix 1 – Provincial Matters**

### **Housekeeping – Form Issues**

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

### **Section A – The Collective Bargaining Relationship**

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

## **Section B – Salary and Economic Benefits**

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

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

### **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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



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

**January 22, 2021 - Provincial Matters**

<b>Appendix 2</b> <b>LOCAL MATTERS</b>
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## **Appendix 2 – Local Matters**

### **Housekeeping – Form Issues**

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

### **Section A – The Collective Bargaining Relationship**

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

### **Section B – Salary and Economic Benefits**

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

### **Section C – Employment Rights**

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

### **Section D – Working Conditions**

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

### **Section E – Personnel Practices**

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

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

#### **Section F – Professional Rights**

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

#### **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

**Unpaid Leave In The Designation Of Provincial and Local Matters**

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"  
President  
BC Teachers' Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Union

“R. Worley”

“K. Halliday”

## **LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Agreed Understanding of the Term Teacher Teaching on Call**

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

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

Signed this 25<sup>th</sup> day of June, 2012

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

**Between**

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

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

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

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

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Section 4 of Bill 27 indicates that, "Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the collective agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect."

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) "Column C Agreements". Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) "Column A agreements". Lastly, a superior daily rate, both short and long term, TTOC in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation's view that the "No Cut" provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

Notwithstanding the Federation's view on these matters, on a without prejudice and precedent basis to the Federation's overall position in respect of Bill 27 "Education Services Collective Agreement Act" and Bill 28 "Public Education Flexibility and Choice Act", including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

### **1.0 RATE OF PAY MAINTENANCE**

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.



## 1.1 Continuing Employees

- 1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.
- 1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

### *Example:*

Fernie Grid — Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.

- 1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.
- a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.
  - b. Appeals must be referred to the Board and the Union by October 15, 2002.
  - c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.
- 1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that they would receive according to their salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a "Rate of Pay Maintenance Schedule" attached to the Collective Agreement.

### **Sample Rate of Pay Maintenance Schedule:**

Name	Annual Salary Effective June 30, 2002	Monthly Installment	
		July 1, 2002	July 1, 2003
First Last	\$39,365	\$202	\$ 13
First Last	\$42,564	\$215	\$ 0
First Last	\$62,752	\$180	\$184

The local parties shall compile and forward the "Rate of Pay Maintenance" Schedule(s) to the provincial parties.

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what they would receive according to their salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.1.6 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time they are employed.
- 1.1.7 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a TTOC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1
	▪ (B.1 – A.1 = Difference/10= Monthly Installment)	
03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2	B.1 x 1.025 = B.2
	▪ (B.2 – A.2 = Difference/10= Monthly Installment)	
Notes: 1.	<i>For 12-month pay schedules, the divisors will be 12.</i>	
2.	<i>The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.</i>	
3.	<i>Please refer to Appendix "A" for examples.</i>	

## 1.2 Term/Temporary Employees

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 200 1-2002 school year shall have their name added to the Rate of Pay Maintenance Schedule as appropriate.

- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time they are employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a TTOC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

### 1.3 TTOCs

- 1.3.1 Any TTOC on the TTOC List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.3.2 A "TTOC Schedule" shall be appended to the collective agreement that identifies each eligible TTOC and their daily rate at June 30, 2002.

#### **Sample TTOC Schedule:**

<b>Name</b>	<b>Daily Rate Effective June 30, 2002</b>
First Last	\$159.64
First Last	\$166.70

*NOTE: In some districts the daily rate for TTOCs will be the same for all TTOCs on the Schedule.*

- 1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.
- 1.3.4 The local parties shall compile and forward these "TTOC Schedules" to the provincial parties.

### 1.4 Employees Hired After June 30, 2002

- 1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.
- 1.4.2 TTOC placed on the TTOC list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

## **2.0 SICK LEAVE CREDITS**

Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.

## **3.0 SENIORITY LISTS - DISTRICT-WIDE**

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

## **4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE**

In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May — October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:

- i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early).
- ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).

It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.

Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.

## **5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS**

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement's staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

## **6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002**

If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.

## **7.0 SALARY PLANS**

### **7.1 Deferred Salary Plan**

Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.

### **7.2 12 Month Payroll Savings Plan/ 12-Month Pay Plan**

Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.

## **8.0 BENEFIT PLANS - TURNOVER DATE**

- 8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.
- 8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.

## **9.0 INCLUSIONS**

### **9.1 List**

The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.

- i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers. in.
- iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
- iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

### **9.2 School District No.8 (Kootenay Lake)**

Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.

### 9.3 Application

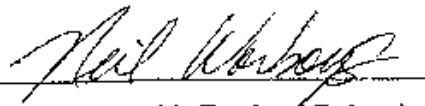
9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.

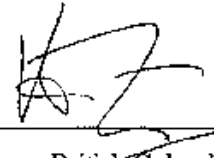
9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the collective agreement shall apply.

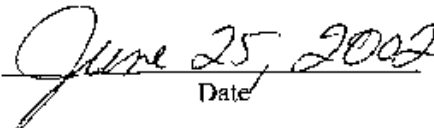
9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.

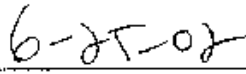
### 9.4 School District No.79 (Cowichan Valley)

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No.65 (Cowichan) and former School District No.66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.

  
British Columbia Teachers' Federation

  
British Columbia  
Public School Employers' Association

  
Date

  
Date

*Revised with housekeeping March 26, 2020*

# **Appendix "A" to LOU Re: Section 4 of Bill 27**

## **School District No. 5**

### **Collective Agreement Effective July 1, 2002 (former S.D. 2)**

TOS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,547	\$36,436	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,980	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,395	\$55,755

### **Example # 1 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 0 = \$38,405 on June 30, 2002**

	Compare with	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-02	\$37,347	\$202
	1-Jul-03	\$40,222	\$13
		\$39,365	\$2019
		\$40,349	\$127

### **Example #2 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 10 = \$52,880 on June 30, 2002**

	Compare with	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-02	\$54,395	\$0
	1-Jul-03	\$55,755	\$0
		\$52,880 +2.5%	\$0
		\$54,202	\$0
		\$55,557	\$0

\* Monthly installment assumes annual salary paid over 10 months

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,337	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

Example # 3 Teacher hired under old PLA S.D. 1 - Cat. 5, Step 0 = \$43,626 on June 30, 2002

	1-Jul-02	5.1	\$42,564	Compare with \$43,626 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-03	5.2	\$45,927	\$44,717	\$2,153	\$215
				\$45,835	\$0	\$0

Example #4 Teacher hired under old PLA S.D. 1 - Cat. 5+, Step 10 = \$62,976 on June 30, 2002

Salary grid does not contain Category 5+, therefore placed on Category 5

	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-03	5.10	\$64,321	\$64,550	\$1,798	\$180
				\$66,154	\$1,943	\$194

\* Monthly Installment assumes annual salary paid over 10 months



**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**

The parties agree that the amounts paid to employees at June 30, 2013, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Signed this 10<sup>th</sup> day of April, 2013

Original signed by:

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Laura Buchanan  
For BCPSEA

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Jim Iker  
For BCTF

## LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

## LETTER OF UNDERSTANDING No. 5

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### AND

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

*Revised: March 26, 2020*

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

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

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

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

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

## LETTER OF UNDERSTANDING No. 6

### BETWEEN

#### BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

### AND

#### BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
  - Both K – 12 and adult education seniority are contained on a single list in both districts.
  - Normal rules of porting apply.
  - No more than 1 year of seniority can be credited and ported for any single school year.
  - Maximum of 20 years can be ported.
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - Up to 20 years of K – 12 and up to 10 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:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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



## **LETTER OF UNDERSTANDING No. 7**

### **BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

## **LETTER OF UNDERSTANDING No. 8**

### **BETWEEN**

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

### **AND**

#### **BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.
6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not

intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.

7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

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March 26, 2020  
Date

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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

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

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

Agreed to on: November 26, 2012  
*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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

## Appendix A to Letter of Understanding No. 9

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

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

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



**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' UNION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

Does not apply in School District No. 53 (Okanagan-Similkameen).

## **LETTER OF UNDERSTANDING NO. 11**

### **BETWEEN**

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

### **AND THE**

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

Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District

The purpose of this letter of understanding is to address situations within a single district where a temporary/continuing teacher is also currently a Teacher Teaching on Call (TTOC) or in the past has been a TTOC.

Teachers described above accrue experience for the purpose of increment advances under two (2) separate collective agreement provisions (silos), i.e., within a district, the employee triggers increments under Article C.4 for TTOC experience accrued and may also trigger increments under the applicable previous local agreement increment language for temporary/continuing experience accrued.

In order to allow a TTOC the opportunity to transfer, within a district, their TTOC experience earned under Article C.4 (new provision effective September 19, 2014) towards that of the applicable previous local collective agreement increment language for continuing and/or temporary employees, the parties agree to the following:

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole

month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).

8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than June 30<sup>th</sup> of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31<sup>st</sup>, written notice from the employee to transfer must be received by the district no later than November 15<sup>th</sup> of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15<sup>th</sup> of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date of LOU 16(c) signed below.

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

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

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

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

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
District Receipt Confirmed

\_\_\_\_\_  
Date of Receipt

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

##### **Class Size Language: 4-12**

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

## **PART II – CLASS COMPOSITION PROVISIONS**

### **Implementation of Class Composition Language**

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

## **PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES**

### **Efforts to Achieve Compliance: Provincial Approach**

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

### **Best Efforts to Be Made to Achieve Compliance**

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

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

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

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

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

#### Non-Compliance

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

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

- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

Dated this 26<sup>th</sup> day of March 2020.

*Original signed by*

British Columbia Public School Employers'  
Association

Alan Chell

Alan Chell, BCPSEA Board Chair

British Columbia Teachers Federation

Teri Mooring

Teri Mooring, President

## LETTER OF UNDERSTANDING NO. 13

### BETWEEN

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

### AND THE

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

#### **Re: Section 53 – Joint Consultation and Adjustment Opportunities**

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

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

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

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

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

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

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

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

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

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

Dated this 26<sup>th</sup> day of March 2020.

*Original signed by*

British Columbia Public School Employers'  
Association

Alan Chell

Alan Chell, BCPSEA Board Chair

British Columbia Teachers Federation

Teri Mooring

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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



**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

**Re: Maternity/Pregnancy Supplemental Employment Benefits**

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26<sup>th</sup> day of March 2020.

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

\_\_\_\_\_  
Alan Chell

\_\_\_\_\_  
Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Early Career Mentorship**

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

**LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

**Re: Potential Grievance Resolution**

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

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