

**WORKING DOCUMENT**

**PROVINCIAL COLLECTIVE AGREEMENT**

**BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION /  
THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 33  
(CHILLIWACK)**

**(The "Employer")**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION /  
THE CHILLIWACK TEACHERS' ASSOCIATION**

**(The "Local")**

**AS IT APPLIES IN S.D. #33 (Chilliwack)**

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

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

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## **SECTION A      THE COLLECTIVE BARGAINING RELATIONSHIP**

### **PREAMBLE**

1. Both parties declare that the primary purpose is to provide the highest quality education and the best possible educational opportunities to all students in School District No. 33 (Chilliwack). Both parties believe that a positive harmonious relationship and settled conditions between them will facilitate the realization of this purpose. To that end the Board and the Chilliwack Teachers' Association (CTA) agree to work cooperatively within this Agreement to ensure fair treatment through consistent application of personnel practices, due process and consultation. Both parties will endeavour to recognize their responsibilities and obligations to each other.
2. This Agreement is made pursuant to and governed by the *School Act*, the *Labour Relations Code* and the *Public Education Labour Relations Act* (PELRA). In the event of conflict between this Agreement and those acts and regulations, the legislation shall apply.

### **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 Chilliwack School Board recognizes Chilliwack Teachers' Association [C.T.A.] as the teachers' union for the negotiation in Chilliwack of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

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

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

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

#### **LOCAL PROVISIONS:**

6.     Fees and dues will be forwarded separately to the appropriate organization no later than the fifteenth (15<sup>th</sup>) day of the month following the one in which the deduction was made.

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

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

4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the TTOC shall receive a full day's pay.

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

### **1.        Preamble**

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

### **Steps in Grievance Procedure**

### **2.        Step One**

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

### **3.        Step Two**

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

### **4.        Step Three**

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

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

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

## **5. Omitting Steps**

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

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

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

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

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

- iii. Each party shall determine who shall attend the meeting on its behalf.

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

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

## **9. General**

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

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

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

### **1. Scope**

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

### **2. Process**

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

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

### **3. LOCAL PROVISIONS**

- a. Any local matters grievance that has exhausted the Grievance procedure and has not been referred to arbitration may be referred to expedited arbitration by the party originating the grievance, the Employer or Local where applicable, except: policy or general grievances.
- b. Any provincial matters grievance that has exhausted the Grievance procedure and has not been referred to arbitration may be referred to expedited arbitration by the party originating the grievance, the BCTF or BCPSEA where applicable, except the following:
  - i. Dismissals
  - ii. Suspensions in excess of 20 days.

## **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      PRESIDENT'S RELEASE**

1. The Board shall release the President or Acting President of the CTA from teaching duties for up to one hundred percent (100%) of their time.
2. The CTA shall advise the Superintendent on or before May 31st the name of the President for the following year and the percentage of time to be released.
3. The Board shall continue to pay the President their salary and to provide benefits as specified in this Agreement. The CTA shall reimburse the Board for such salary and benefit costs within fifteen (15) days of receipt of a monthly statement.
4. For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the employ of the Board. The President shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness. Such days or part days shall be deducted from the President's accumulated sick leave credits.
5. The teacher returning to teaching duties from a term or terms as President shall be assigned to the position held prior to the release, however their assignment may not be identical to their previous assignment.

## **ARTICLE A.21      RELEASE TIME FOR CTA BUSINESS**

1. **CTA Business**
  - a. An employee covered by this Agreement shall be entitled to release time from instructional duties to carry out CTA, BCTF or Teacher Regulation Branch business.
  - b. Such release time from duties shall be granted without loss of pay subject to the Board being reimbursed for the cost of the Teacher Teaching on Call.
  - c. Teachers requesting such leave shall when possible provide the Superintendent with five (5) days notice of the intended absence.
  - d. An employee covered by this Agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the BCTF, the CTA, the Teacher Regulation Branch or appointed an official

representative or delegate of the CTA or BCTF, or who is a CTA staff representative, shall be entitled to release time to a maximum of fifteen (15) days per school year, to carry out the duties involved. Additional days shall not unreasonably be denied.

- e. The number of teachers to be released on any single day shall be determined by the Superintendent or designate in consultation with the CTA. The number of teachers to be released shall be governed by the availability and suitability of Teachers Teaching On Call.

## **2. Secondment Leave**

- a. Leave for secondment to educational organizations such as the Teacher Regulation Branch, BCTF and the Ministry of Education shall be granted for a term mutually agreed upon with the Superintendent. Such leave shall not be unreasonably denied.
- b. Conditions of secondment shall be consistent with Article G.29 Extensive Leave with the exception that the leave period shall be credited for experience and seniority, and wherever possible the employee shall be assigned to a position comparable to that previously held.

## **ARTICLE A.22 LEAVE FOR CONTRACT NEGOTIATION AND ADMINISTRATION (LOCAL)**

- 1. Release time without loss of pay shall be provided for the CTA Bargaining Committee (up to a maximum of five members) for the purpose of meeting with the Board Negotiating Committee. The CTA and the Board agree to the principle that one-half of the negotiating sessions shall be outside instructional hours.
- 2. Where an employee is reasonably required to attend proceedings in connection with the interpretation or application of this Agreement, the Board shall grant leave without loss of pay.
- 3. Such leave for negotiations, grievance or arbitration procedures shall be in addition to any other CTA Business Leave in Article A.21.
- 4. Wherever practicable grievance and arbitration proceedings shall be conducted outside of school hours.

## **ARTICLE A.23 SCHOOL STAFF REPS**

- 1. The CTA school staff representative, or designate, shall have the right:
  - a. Upon the request of the teacher in question and notification to the CTA and Administrator, to be relieved of instructional duties with no loss of pay to be present at meetings between an Administrator and a teacher. A teacher's right to be accompanied in a meeting shall not be unreasonably denied.

- b. To be relieved of instructional duties with no loss of pay to participate in a grievance or arbitration procedure. Wherever possible, such activities will be conducted outside of teaching duty hours.
2. The Board recognizes the right of the CTA school staff representative, or designate, to convene meetings of the school teaching staff to conduct CTA business at such times so as not to disrupt normal school operations.
3. The CTA shall inform the Superintendent of the staff representative elected in each school.

## **ARTICLE A.24 ACCESS TO AND USE OF SCHOOL FACILITIES**

The CTA shall have the right to have access to and to make reasonable use of school facilities and equipment. Arrangements for use shall be in accordance with procedures in place for use of the facility or equipment required.

## **ARTICLE A.25 BULLETIN BOARDS**

The CTA shall have the right to post notice of activities and CTA concerns on staff room bulletin boards in each school.

## **ARTICLE A.26 INTERNAL MAIL**

The CTA may make reasonable use of inter-school mail service. This may include general use of the school district electronic communication system as determined mutually by the CTA and the Board.

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

1. The Board and the CTA encourage each school to develop committees to foster communication and collegiality among teachers and Administrators through discussion of issues relevant to the teaching staff.
2. Each school has the right to establish a recognized staff committee.
3. Staff committee size, quorum and membership shall be determined by the staff.
4. Proposals made by school staff committees shall be considered by the school administration.
5. Should the school administration choose not to implement a proposal of the staff committee, the school administration will, when requested, advise the staff committee of the reasons. The administration's response is not subject to the grievance/arbitration process.

## **ARTICLE A.28      ACCESS TO INFORMATION**

1. Upon request, the CTA shall be provided with information concerning the operation and management of the School District subject to the approval of the Superintendent and/or Secretary-Treasurer. Such requests shall not be unreasonably denied. Such information may include, but not be limited to:
  - a. Public financial information
  - b. Teacher employment data
  - c. Notification of job postings, transfers, hirings and suspensions
  - d. Public Board meeting agendas and minutes
  - e. Information that may be used in negotiations and processing grievances.

## **ARTICLE A.29      PICKET LINE PROTECTION**

1. All employees covered under this Agreement have the right to refuse to work behind or cross a picket line as defined by the *Labour Relations Code*.
2. Failure to cross such a picket line shall not be considered a violation of this Agreement nor shall it be cause for disciplinary action by the Board.
3. Any employee failing to report to work under this Article shall be considered to be absent without pay.
4. The Board agrees that it shall not require teachers to perform duties or work normally performed by employees engaged in a legal strike or lockout or require teachers to direct pupils to carry out such duties.
5. During a lockout or strike, teachers shall not be required to work with persons not covered by this Collective Agreement, other than management, who attempt to perform any of the duties which would normally be performed by employees on strike or locked out.

## **ARTICLE A.30      COPIES OF AGREEMENT**

The Board shall provide every CTA member, including new hires, with a copy of the complete Collective Agreement. The physical format of the Agreement shall be determined by the Board.

## **ARTICLE A.31      STAFF ORIENTATION**

1. The CTA and Board recognize the value of providing teachers new to the school district an opportunity to become knowledgeable about district procedures and expectations. The responsibility for an orientation program rests with the Board. Attendance at orientation shall be voluntary.
2. The Board will, if requested, provide the CTA with reasonable time to provide information related to the CTA during an orientation program.

3. There shall be a Joint Staff Orientation Committee that meets annually to advise on the elements of staff orientation.

## **ARTICLE A.32 SECTION 112**

1. Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, an arbitrator from the list pursuant to Article A.7.2, or a substitute agreed to by the parties, shall at the request of either party:
  - a. investigate the difference;
  - b. define the issue in the difference; and
  - c. make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
  - d. the parties may, by mutual Agreement, submit any dispute under this article to binding resolution by a process of mediation/arbitration.

## **ARTICLE A.33 EXCLUSIONS**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the CTA.
2. Should the board plan to create any new excluded position requiring a teaching certificate, the Board shall provide the Association with a written job description of the new position.

## **ARTICLE A.34 EDUCATION ASSISTANTS**

1. The Board may employ persons other than teachers to assist teachers in carrying out their responsibilities and duties under the *School Act* and Regulations. Education Assistants shall be under the direct instructional supervision of teachers.
2. Education Assistants shall not assume at any time the direct instructional responsibility for providing educational programs to students or groups of students and shall not perform any of the duties of teachers but may assist teachers in the performance of the teachers' duties.
3. For the purposes of this article, the term "teacher" includes an Administrator while performing teaching duties during the Administrator's assigned instructional time.

## **ARTICLE A.35 NO CONTRACTING OUT**

All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed by members of the bargaining unit. The Board shall not contract out educational services of a type and kind that would normally and regularly be performed by a teacher, except with the approval of the CTA.

## **ARTICLE A.36      EMPLOYEE DONATIONS**

1.      As long as the Board retains its status under the *Societies Act* for the purpose of issuing Income Tax Receipts for donations to the school district:
  - a.      Any donation by a teacher to the District becomes the property of School District No. 33 (Chilliwack). Donations must be pre-approved by the appropriate Board official.
  - b.      All donations by a teacher to the District will be verified on the appropriate form. A receipt that indicates the value of the donation is to be initialed by the appropriate Board official and attached to the form.
  - c.      A receipt will be issued for Income Tax purposes when a teacher presents the Employee Donation Form to the Board.

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

### **ARTICLE B.1                SALARY**

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

Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retro-active pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.
3.     The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:
  - a.     Department Head
  - b.     Positions of Special Responsibility
  - c.     First Aid
  - d.     One Room School
  - e.     Isolation and Related Allowances
  - f.     Moving/Relocation
  - g.     Recruitment & Retention
  - h.     Mileage/Auto not to exceed the CRA maximum rate
4.     The following allowances shall not be adjusted by the increases in B.1.1. a, b, and c above:
  - a.     Per Diems
  - b.     Housing
  - c.     Pro D (unless formula-linked to the grid)
  - d.     Clothing
  - e.     Classroom Supplies
5.     Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.
6.     Effective July 1, 2021 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/ term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

**LOCAL PROVISIONS:**

7. The basic salary scale shall be that set out in B.1.8 to B.1.10 below.

8. **Salary Scale - July 1, 2019:**

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

9. **Salary Scale – July 1, 2020**

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

10. **Salary Scale – July 1, 2021**

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

**ARTICLE B.2 TTOC PAY AND BENEFITS**

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

## **LOCAL PROVISIONS:**

### **7. Non-Instructional Days:**

Non-instructional days occurring during an assignment shall count as a day of work for purposes of determining consecutive days in Article B.2.6.a and, if requested by the Administrator to attend, shall be paid.

### **8. Call-Out:**

A Teacher Teaching On Call reporting to work when called shall receive a minimum of one-half (1/2) day's pay. Such a teacher shall provide one-half (1/2) day's service.

### **9. Continuous Assignment:**

In the event that a Teacher Teaching On Call assignment is interrupted by the return of a teacher, who after one (1) day is absent again for the same reason as the original absence, the Board will endeavour to assign the Teacher Teaching On Call to that position and the assignment shall proceed as if it were uninterrupted.

### **10. Teachers Teaching On Call shall only be entitled to the provisions of this Article and those listed below:**

A.1, A.2, A.3, A.4, A.5, A.6, A.20, A.29, A.30, A.31, B.1, B.2, B.7, B.11, B.20, B.21, B.22, B.23, B.25, B.29, C.4, C.21, C.22, C.25, D.24, D.27, D.31, E.1, E.2, E.20, E.23, E.24, E.25, F.20, F.22.

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

PCA Article B.3 is not applicable in School District No. 33 (Chilliwack).

## **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**

PCA Article B.8.1 to B.8.10 is not applicable in School District No. 33 (Chilliwack). See Article B.8.11 below.

### **LOCAL PROVISIONS:**

11. Employees electing to participate in the Payroll Savings Plan shall
  - a. be on a continuing appointment or a temporary contract of not less than six months,
  - b. notify the Board in writing by September 8<sup>th</sup> or January 8<sup>th</sup> that they wish to participate in the Payroll Savings Plan,
  - c. may not withdraw or suspend deductions unless they have resigned from the district or been granted a leave for the remainder of the school year or have been terminated for cause, and
  - d. notify the Board in writing by June 30<sup>th</sup> if they do not wish to continue in the Payroll Savings Plan the following year.
12. Those employees electing to participate in the Payroll Savings Plan shall receive their annual salary as follows
  - a. For September to June:
    - i. Those beginning the savings plan in September shall be paid in ten (10) monthly instalments with a mid-month advance of approximately 50% of their monthly net pay including a monthly deduction for the payroll savings plan that shall be 12% of their gross monthly salary.
    - ii. Those beginning the savings plan in January shall be paid in six (6) monthly instalments with a mid-month advance of approximately 50% of their monthly net pay including a monthly deduction for the payroll savings plan that shall be 12% of their gross monthly salary.
    - iii. On the date of the month-end payment, that 12% of gross monthly salary is paid into the Payroll Savings Plan.
    - iv. Interest is calculated on the monies in the Payroll Savings Plan as follows: Average monthly interest rate that the Board receives from its bank multiplied by the average monthly balance in the Plan.
  - b. For July and August:
    - i. Interest to June 30<sup>th</sup> is calculated on the plan and added to the individual employee's accumulation in the Payroll Savings Plan.

- ii. The amount calculated under Article B.8.12.b.i is divided into four (4) and transferred into the employee's bank account on July 15, July 31, August 15 and August 31. Notice of such calculation shall be included with the regular pay slip for June 30th.
- 13. A mid-month advance under Article B.8.12.a shall be paid on the 15th of the month and the balance shall be paid on the last banking day of the month (when the Board's bank is open).

## **ARTICLE B.9 PAY PERIODS**

PCA Article B.9.1 to B.9.3 is not applicable in School District No. 33 (Chilliwack). See Article B.9.4 below.

### **LOCAL PROVISIONS:**

- 4. CTA Members shall be paid in ten (10) monthly instalments with a mid-month advance of approximately 50% of their monthly net pay; unless the employee wishes to participate in the Payroll Savings Plan [See Article B.8.11].
- 5. A mid-month advance under Article B.9.4 shall be paid on the 15<sup>th</sup> of the month and the balance shall be paid on the last banking day of the month (when the Board's bank is open).

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

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

<b>Effective July 1, 2019</b>	<b>\$ 0.56 c/Km</b>
<b>Effective July 1, 2020</b>	<b>\$ 0.57 c/Km</b>
<b>Effective July 1, 2021</b>	<b>\$ 0.58 c/Km</b>

- 2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
- 3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

**PCA Article B.10.4 is not applicable in School District No. 33 (Chilliwack).**

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

## **ARTICLE B.11      BENEFITS**

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

### **LOCAL PROVISIONS:**

5. General
  - a. The Board shall provide each employee a publication with current information on benefits and an application or enrolment form for participation in the medical, dental, extended health, group life insurance and pension plans.
  - b. The Board and the CTA may assist employees in obtaining required benefits from the various benefit plans.
  - c. The Board shall advise all eligible employees covered under this Agreement that they must contribute to the Teachers' Pension Plan (or Municipal Pension Plan if the employee is not eligible for enrolment in the Teachers' Pension Plan). The Board shall ensure that the appropriate deductions are made and remitted to the Pension Corporation.
  - d. MSP, dental and pension coverage shall be available from the starting date of employment.
  - e. Benefit coverage shall be extended to the end of the next month for which premiums are deducted.
6. Medical Services Plan:

The Board shall pay eighty percent (80%) of the premium cost of the Medical Services Plan offered by the Medical Services Commission of British Columbia.
7. Extended Health Benefit Plan:

The Board shall pay eighty percent (80%) of the premium cost of the Provincial Extended Health Benefit Plan.

8. Group Life Insurance Plan:

The Board shall pay eighty percent (80%) of the premium cost of the BCTF/BCSTA improved Group Insurance Plan. Participation in the plan shall be compulsory for all teachers except those on staff prior to January 1, 1973.

9. Dental Plan:

The Board shall pay eighty percent (80%) of the premium cost of a mutually agreed upon Dental Plan which shall include a lifetime limit of \$2,500 in Plan C benefits (effective July 1, 2015, the Plan C lifetime limit is \$5,000 per the provincial minimum). Participation in the Plan is compulsory for all employees of fifty percent (50%) or more status (subject to the eligibility requirements of the Dental Plan).

10. Employee and Family Assistance Program:

The CTA shall appoint three (3) representatives to the Joint Advisory Committee overseeing the Employee and Family Assistance Program.

11. Continuation of Benefits:

a. Benefits - Board's share paid

The Board's share of the employee benefit premiums shall be continued during the following:

- i. sick leave
- ii. pregnancy/parental leave
- iii. WorkSafe B.C. coverage for a period of one (1) year.

b. Benefits - Employee paid

The Board shall continue employee benefits providing the employee pays the total premiums during the following:

- i. parenthood leave
- ii. educational leave
- iii. lay-off subject to recall
- iv. salary indemnity plan
- v. WorkSafe B.C. leave after one (1) year
- vi. other approved leave
- vii. Retirement Bonus.

## 12. BCTF Optional Term Life Insurance Plan

The Board shall deduct and remit the monthly premium from the pay of those association members who elect to participate in the BCTF Term Life Insurance Plan.

## **ARTICLE B.12 CATEGORY 5+**

### 1. Eligibility for Category 5+

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

### 2. Criteria for Category 5+

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

### 3. Salary Rate Calculation

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

### 4. Application for Category 5+

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

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

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

### **ARTICLE B.20      RETIREMENT BONUS**

1.      The Board shall pay a retirement bonus to an employee who is at least 55 years old and who has ten (10) or more years of service with the Board. Employees applying for the retirement bonus shall do so by May 1 with a resignation date effective June 30 of any year if their application is accepted.
2.      The Bonus shall be twenty percent (20%) of one year's salary payable at the direction of the teacher no later than the end of the taxation year next following.
3.      At the employee's cost, the Board shall continue to make available to retired employees who qualify under Article B.20.1, and their surviving spouses, if any, until age 65, medical, extended health, dental, and group life insurance coverage. Where similar coverage is provided by a pension plan, the retired employees, and surviving spouses, if any, may choose one plan, but may not enrol in two.
4.      A maximum of eight (8) teachers will be eligible in any one year. If more than eight teachers apply, the eight teachers with the greatest district seniority shall receive the bonus.

### **ARTICLE B.21      PLACEMENT ON SCALE BY CERTIFICATION**

Except as otherwise provided by this Agreement, the placement of each teacher upon the basic scale shall be in accordance with certification as determined by the Teacher Qualification Service.

### **ARTICLE B.22      RECLASSIFICATION OF CERTIFICATION**

Reclassification of a teacher and any resulting salary increase will be effected upon written receipt of confirmation of Teacher Qualification Service category. The salary change shall correspond with the effective date of the Teacher Qualification Service classification. In the case of Article B.12 the teacher shall produce documentary evidence to the Superintendent.

### **ARTICLE B.23      TEACHING EXPERIENCE CREDIT**

1.      Recognition of previous teaching experience shall be dependent upon the teacher producing documentary evidence substantiating that experience and shall be based upon the following:
  - a.      The Superintendent is to assess teachers' previous experience for salary purposes. All experience is to be verified in writing.

- b. Full credit will be allowed upon initial appointment for teaching experience in all government inspected public schools in Canada, the Commonwealth, the United States of America, and any other country in which the experience is deemed by the Superintendent to be the equivalent of that of a teacher in a British Columbia Public School.  
  
Years of actual teaching experience may be recognized for other teaching service provided that the experience is deemed by the Superintendent to be equivalent to that of a teacher in the British Columbia Public School System.
- c. Each ten (10) months of experience is equivalent to one (1) school year. At the time of assessment any balance of eight (8) months will be recognized as one (1) year for experience credit.
- d. Periods of part time teaching and short term appointments may be added together for accumulation of years of experience credit.
- e. Teachers with journeyman qualifications in their areas of instruction may, on appointment, be allowed one (1) year's increment for each two (2) years of experience, up to a maximum of four (4) extra increments, providing they do not exceed the maximum of their Certificate categories.
- f. Experience credit shall be earned for:
  - i. Secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation [A.21.2].
  - ii. Secondment to the Ministry of Education [A.21.2].
  - iii. Secondment to a recognized university or college [A.21.2].
  - iv. Secondment to the Teacher Regulation Branch [A.21.2].
  - v. Service with Canadian Universities Service Overseas or the Canadian International Development Agency while on approved leave of absence from the District [A.21.2].
  - vi. Absence while on a paid leave of absence [G.21.4].
  - vii. Absence while on approved educational leave [G.25].
  - viii. Absence while on sick leave [G.20].
  - ix. Absence while on WorkSafe B.C. leave [G.30].
  - x. Absence while on Pregnancy/Parental Leave [G.21.1].

## **ARTICLE B.24      INCREMENT ENTITLEMENT**

1. Increment entitlement while appointed to this District shall be in accordance with the following criteria:
  - a. Increments according to the salary schedule shall be paid commencing September 1st or January 1st in each year, depending on the teacher's initial appointment date.
  - b. Increments of not more than one (1) year shall be granted to a teacher for sick leave or for leave-of-absence from this District for professional growth.
  - c. Part-time teachers appointed for the full school year qualify for experience credit proportionate to the time they are employed.

## **ARTICLE B.25      NO REDUCTION**

No teacher shall suffer a reduction in basic salary as stated in Section B because of the coming into effect of this Agreement.

## **ARTICLE B.26      TEACHER IN CHARGE**

1. In the event that all Administrators assigned to the school are absent, a teacher shall be designated by an Administrator as Teacher in Charge in accordance with this Article. A Teacher in Charge may be designated daily or appointed on an annual basis.
2. The Teacher in Charge, when requested to act by the Administrator shall ensure that routine supervision adequate to secure the safety of students and security of the school is maintained and shall deal only with emergent matters with required assistance from District supervisory staff.
3. Whenever possible the Teacher in Charge shall be selected from those teachers who have expressed an interest in performing this function. Except in emergencies, a teacher has the right to refuse to act as a Teacher in Charge.
4. Any necessary substitution shall be provided by mutual agreement between the Administrator and the teacher.

5. Rate of Compensation:

The daily rate of compensation will be as follows when all Administrators assigned to the school are absent for more than half (1/2) a day:

- a. When acting as Teacher in Charge of a school with one (1) to ten (10) FTE teachers the teacher shall receive as a daily allowance:

Date	Teacher in Charge with 1-10 FTE teachers
Effective July 1, 2019	\$ 21.82
Effective July 1, 2020	\$ 22.25
Effective July 1, 2021	\$ 22.70

- b. When acting as Teacher in Charge of a school with eleven (11) to twenty (20) FTE teachers the teacher shall receive as a daily allowance:

Date	Teacher in Charge with 11-20 FTE teachers
Effective July 1, 2019	\$ 28.23
Effective July 1, 2020	\$ 28.80
Effective July 1, 2021	\$ 29.37

- c. When acting as Teacher in Charge of a school with twenty-one (21) or more FTE teachers the teacher shall receive as a daily allowance:

Date	Teacher in Charge with 21 or more FTE teachers
Effective July 1, 2019	\$ 37.22
Effective July 1, 2020	\$ 37.96
Effective July 1, 2021	\$ 38.72

## ARTICLE B.27 PART-TIME TEACHERS

1. The terms and conditions including sick leave of part-time teachers shall be adjusted on a pro-rata basis to reflect the percentage difference between part-time and equivalent full-time teachers.
2. Part-time teachers shall be eligible to participate in all benefit plans in accordance with Article B.11.

## **ARTICLE B.28      SPEECH PATHOLOGISTS AND SCHOOL PSYCHOLOGISTS**

1. Speech Pathologists and School Psychologists shall be employed on the same basis as teachers covered by this contract. Unless otherwise specified in this Article, all provisions of the Agreement shall be applicable to Speech Pathologists and School Psychologists.
2. Placement on scale shall be in accordance with Section B for Speech Pathologists and School Psychologists holding teaching certification. For those not possessing teaching certification placement on scale shall be at the category which is most nearly equivalent to the category of teachers based on years of university-level training and at the level of experience consistent with Section B of this agreement. In each case, for the purpose of Article B.23.1.c where the terms of employment determined that the Speech Pathologists and School Psychologists had been employed on a twelve (12) month basis each twelve (12) months is equivalent to one school year. Where the terms of employment were for (10) months, each ten (10) months is equivalent to one school year.
3. Speech Pathologists and School Psychologists not eligible to participate in the Teachers' Pension Plan shall participate in the Municipal Pension Plan.

## **ARTICLE B.29      OTHER INSTRUCTIONAL RATES**

Teachers instructing School District approved academic equivalency or academic upgrading summer school courses will be paid at a rate of 1/1000 of category 5 step 6 in Article B.1.8 through B.1.10 per hour of instruction.

## **ARTICLE B.30      PART MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be defined as 1/200 (one two-hundredth) of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 (one tenth) of current annual salary in respect of each month in which the teacher works all prescribed school days that month.

## **ARTICLE B.31      PAYMENT BEYOND SCHOOL YEAR**

1. Except where otherwise stated in this Agreement, any work requested by the Board and performed by teachers beyond the teacher's work year as set out in the School calendar shall be paid at the rate of 1/200 (one two-hundredth) of annual salary per diem. By mutual agreement of the teacher and the Board, compensatory time in lieu of salary may be arranged as long as a Teacher Teaching On Call is provided when necessary.
2. This provision does not prevent the Board from continuing the existing practice of engaging in special projects that fall outside the scope of this Article and to offer teachers a fixed sum contract for the performance of the special project. Any fixed sum contract is subject to the approval of the CTA and the approval of the CTA will not be unreasonably withheld.

## ARTICLE B.32 ALLOWANCES

### 1. Head Teachers

#### a. for each teacher:

Date	Head Teacher (for each teacher)
Effective July 1, 2019	\$ 1,102.50
Effective July 1, 2020	\$ 1,124.55
Effective July 1, 2021	\$ 1,147.04

plus

#### b. An experience increment after one year as Head Teacher of:

Date	Head Teacher (experience increment after one year)
Effective July 1, 2019	\$ 913.83
Effective July 1, 2020	\$ 932.10
Effective July 1, 2021	\$ 950.75

plus

#### c. A second experience increment after the second year as Head Teacher of:

Date	Head Teacher (second increment after second year)
Effective July 1, 2019	\$ 913.83
Effective July 1, 2020	\$ 932.10
Effective July 1, 2021	\$ 950.75

### 2. Positions of Special Responsibility

#### a. An amount of:

Date	POSR
Effective July 1, 2019	\$ 2,570.79
Effective July 1, 2020	\$ 2,622.20
Effective July 1, 2021	\$ 2,674.65

#### b. Positions of Special Responsibility, appointed by the Board on recommendation of the Principal concerned and the Superintendent shall be on a yearly basis. Notification of appointment is to be by June 15th.

- c. Positions of Special Responsibility shall apply to Team Leader positions in Middle Schools.
3. District Staff:

Date	Special Counsellor	Coordinator of Instruction
Effective July 1, 2019	\$ 7,476.19	\$ 7,476.19
Effective July 1, 2020	\$ 7,625.72	\$ 7,625.72
Effective July 1, 2021	\$ 7,778.23	\$ 7,778.23

4. With the consent of the CTA Bargaining Committee and to meet emergency conditions, the Board may pay a teacher a special allowance which is clearly recognized as such. The salary quoted shall be according to the Salary Scale shown on the Agreement and special allowance shall be paid on a monthly basis for a specified number of months. This Agreement shall be confirmed in writing by the Board with copies to the teacher and the CTA.

#### **ARTICLE B.33 ELEMENTARY TEACHERS WITH B.ED. (ELEMENTARY)**

Teachers in the elementary schools who have a four (4) year Bachelor of Education (Elementary) degree or equivalent shall be paid a bonus of \$272 over and above their regular placement in Category 4.

#### **ARTICLE B.34 EXTRA COURSES**

1. The Board shall pay a bonus of \$40.00 per unit of credit (equivalent to UBC) obtained by a teacher attending Summer School Sessions or Winter Courses, provided that:
- the teacher does not hold a Masters or higher degree;
  - the courses taken shall be approved by the Superintendent prior to commencement of classes;
  - the teacher has taught in the District during the preceding year and returns to the employ of the Board at the beginning of the next school year;
  - the teacher submits verification of courses completed from the institution attended before the bonus shall be paid.

## **ARTICLE B.35 FIRST AID CERTIFICATE TRAINING PAYMENT**

1. The Board shall pay the applicable course fees and materials for a first aid certificate or its renewal, subject to:
  - a. prior approval of the Superintendent to enrol, and
  - b. proof of successful completion of the course.
2. The Board shall pay an allowance per year to each CTA member who has been designated by the Board as a Level 2 or 3 Attendant.

<b>Date</b>	<b>Level 2 or 3 First Aid Attendant</b>
<b>Effective July 1, 2019</b>	\$ 880.81
<b>Effective July 1, 2020</b>	\$ 898.43
<b>Effective July 1, 2021</b>	\$ 916.40

## **ARTICLE B.36 SURVIVOR BENEFITS**

1. Salary

In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six (6) months or more, the Board shall pay the remainder of the month's salary plus one (1) months' salary to the beneficiary of the deceased, or to the estate if there is no beneficiary. This payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the Board.

2. Benefits

The Board shall provide full benefit coverage to the dependents of a deceased teacher for a period of three (3) months.

## **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" applies to employees with a continuing appointment and means an employee's aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time employment. For purposes of calculating length of service, part-time employment shall be pro-rated.  
  
In addition to the foregoing, the seniority for an employee under a continuing contract shall include:
    - i. Teacher Teaching On Call seniority accumulated pursuant to PCA Article C.2.3; and
    - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
  - b. When the seniority of two (2) or more employees is equal pursuant to Article C.2.6.a, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
  - c. When the seniority of two (2) or more employees is equal pursuant to Article C.2.6.b, the employee with the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.
  - d. When the seniority of two employees is equal pursuant to Article C.2.6.c, the employee with the earliest application for employment with the Board as recorded

on the employee's personnel file kept by the Board shall be deemed to have the greater seniority.

- e. For purposes of this Article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board except:
  - i. Pregnancy/Parental Leave [G.21];
  - ii. Educational Leave [G.25];
  - iii. Leave for duties with the CTA or BCTF [A.20 and A.21.2];
  - iv. Secondment to the Ministry of Education, a faculty of a BC university or college or participation in a recognized teacher exchange program [A.21.2];
  - v. Leave for teaching with the DND or CUSO [A.21.2];
  - vi. Long-term sick leave [G.20];
  - vii. Leave for elected office at the Municipal, Provincial or Federal Levels [G.28];
  - viii. Compassionate care leave [G.2].
- f. The Board shall, by October 15th, forward to the CTA a list of all employees employed by the Board, and those subject to recall, in order of seniority calculated according to Article C.2.6.a to C.2.6.e setting out the length of seniority as of September 1st of that year.

### **ARTICLE C.3 EVALUATION**

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

[This Collective Agreement contains various provisions relating to evaluation. Please read the collective agreement in its entirety for all evaluation language.]

### **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      LAYOFF, SEVERANCE, RECALL**

### **1.      General**

Where the Board finds it necessary to terminate the contract of teachers for reasons other than just cause, such terminations shall be in accordance with the provisions of this Article.

### **2.      Principle of Security**

The Board and the CTA agree that increased length of service in the employment of the Board entitles teachers to security of teaching employment provided that they possess the qualifications necessary for the positions available.

### **3.      Qualifications**

- a.      In this Article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the teaching certification, appropriate training, and relevant experience of a teacher that the teacher will be able to perform the duties of the position in a professional and satisfactory manner.
- b.      Teachers are to declare those identified categories in which they claim qualifications in terms of certification, training and teaching experience.
- c.      The teachers' qualification claims shall be submitted to the Superintendent of Schools who shall determine the validity of qualifications.
- d.      Articles C.20.3.b and C.20.3.c shall not limit a teacher's right to claim qualifications for an available position.

### **4.      Security of Employment Based on Seniority and Qualifications**

- a.      When the Board determines that it is necessary to reduce the total number of teachers employed on a continuing contract by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b.      In implementing the provisions of Article C.20.4 the Board may approve the reassignment of a teacher to a different position or a different school by giving at least seven (7) days notice in writing of the reassignment to the teacher, and any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this Agreement otherwise dealing with transfer.
- c.      Nothing in Articles C.20.5.a or C.20.5.b shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.

5. Notice of Lay Off

- a. The Board shall give each continuing teacher in a continuing position it intends to terminate pursuant to this Article a minimum of sixty (60) calendar days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the termination.
- b. The Board shall give each teacher who has converted to continuing status in a temporary position pursuant to Article C.21.5, it intends to terminate pursuant to this Article a minimum of sixty (60) calendar days notice in writing, such notice to contain the reason for the termination.
- c. Information on positions held by less senior teachers shall be available to teachers in receipt of termination notices and the CTA through the office of the Superintendent.

6. Recall of Teachers Terminated under Article C.20.5.a.

- a. When a continuing position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement except Article C.20.6.d below, first offer recall to the teacher terminated under Article C.20.5.a who held a continuing contract at the time of termination and 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 been terminated pursuant to this Article.
- b. A teacher who is offered recall pursuant to Article C.20.6.a shall inform the Board whether or not the offer is accepted, within two (2) calendar days of the receipt of such offer.
- c. The Board shall allow ten (10) days, from an acceptance of an offer under Article C.20.6 for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty (30) days.
- d. A teacher's right to recall under this Article is lost:
  - i. if the teacher elects to receive severance pay under Article C.20.9.
  - ii. if the teacher refuses to accept two (2) continuing positions for which they possess the necessary qualifications;
  - iii. if the teacher accepts a continuing appointment in another school district;  
or

- iv. if twenty-seven (27) months elapse from the date of termination under this Article and the teacher has not been recalled except when a teacher on recall has been assigned to a temporary position. The twenty-seven (27) months does not include anytime that the recall teacher is working in a temporary position.
  - e. A teacher on the recall list is responsible for keeping the office of the Superintendent informed of changes of name, address and phone number.
  - f. If no continuing position is available the board will assign a teacher on the recall list to an available temporary position for which the teacher is qualified. This permits the Board to employ teachers on the recall list in temporary positions without jeopardizing the teacher's right to recall otherwise contained in this Agreement.
7. Recall of A Teacher Terminated Under Article C.20.5.b
- a. It is the responsibility of a teacher who has converted to continuing status but is in a temporary position and who has been laid off and who is on the Recall List, to apply for continuing positions pursuant to Article E.20 Posting and Filling of Vacant Positions.
  - b.
    - i. When a temporary position on the teaching staff of the district becomes available, the Board shall inform those on the recall list. The Board shall first offer the temporary position to the continuing teacher who has the most seniority on the recall list pursuant to this Article provided that teacher possesses the necessary qualifications for the available position.
    - ii. A teacher who is offered recall pursuant to Article C.20.7.b.i, shall inform the board whether or not the offer is accepted within two (2) calendar days of the receipt of the offer.
    - iii. The Board shall allow ten (10) days, from an acceptance of an offer under Article C.20.7.b.i for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed, but not to exceed thirty (30) days.
    - iv. A teacher's right to recall into a temporary position under this Article is lost:
      - 1. if the teacher elects to receive severance pay under Article C.20.9.;
      - 2. if the teacher refuses to accept two (2) positions for which they possess the necessary qualifications;
      - 3. if the teacher accepts a continuing appointment in the district or in another school district; or
      - 4. if twenty-seven (27) months elapse from the date of termination

under this Article and the teacher has not been recalled. The twenty-seven (27) months does not include anytime that the recall teacher is working in a temporary position.

- v. A teacher on the recall list is responsible for keeping the office of the Superintendent informed of changes of name, address and phone number.
- vi. Upon recall into a temporary position, a teacher shall retain their former continuing appointment recall status. This permits the Board to employ teachers on the recall list in temporary positions without jeopardizing the teacher's right to recall otherwise contained in this Agreement.
- vii. A teacher on the Recall List may apply for and accept temporary positions without jeopardizing their layoff status.
- viii. A teacher on the Recall List may perform on-call work without jeopardizing their layoff status.

#### 8. Benefits

- a. A teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of termination.
- b. A teacher who retains rights of recall pursuant to Article C.20.6 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 Board, subject to the approval of the benefit carrier.

#### 9. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuous employment and who is terminated, save and except for just cause, may elect to receive severance pay at any time during the fifteen (15) months following termination.
- b. Severance pay shall be calculated at the rate of five per cent (5%) of one (1) year's salary for each year of service to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary, including allowances, at the time of the teacher's termination.
- c. A teacher who received severance pay pursuant to this Article and who, notwithstanding Article C.20.6 and/or C.20.7 is subsequently re-hired by the Board, shall retain any payment made under the terms of this section and in such case, for purposes only of Section (b) of this paragraph, the calculation of years of service shall commence with the date of such re-hiring.

#### 10. Dispute Resolution

Any appeal shall be dealt with under Article A.6

## **ARTICLE C.21      EMPLOYMENT CONTRACTS**

1. All teachers, speech pathologists and school psychologists appointed by the Board to the staff of the District shall be appointed on a continuing contract of employment, except for
  - a. temporary appointments made in accordance with this Agreement;
  - b. Teachers Teaching On Call.
2. The Board may issue temporary contracts for a period of time not exceeding one year:
  - a. to fill a vacancy that arises during a school year;
  - b. to fill a position that is temporarily vacant;
  - c. to fill a position that is temporarily existing.
3. The Board agrees to provide the CTA no later than October 15 in any school year a list of teachers hired on temporary contract for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
4. At no time shall the number of FTE teachers appointed on temporary contracts exceed the total number of FTE teachers employed under Articles C.21.2.a, C.21.2.b and C.21.2.c.
5. Conversion to Continuing Contract

Teachers on temporary contract appointed for a second consecutive year or after twelve (12) aggregate months of service, whichever is less, shall be appointed to a continuing contract upon appointment.

## **ARTICLE C.22      DISMISSAL AND DISCIPLINE FOR MISCONDUCT**

1. The Board agrees that it shall not dismiss or discipline a teacher bound by this Agreement except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the CTA shall be advised in writing of that fact immediately unless grounds exist for concluding that such notification would prejudice the investigation. In any event the employee and the CTA shall be notified at the earliest reasonable time and before any action is taken by the Board.
3. The employee shall be advised of the right to be accompanied by a representative of the CTA at any meeting in connection with such investigation that they attend.
4. The process as outlined in Article C.22.5 to C.22.10 apply when
  - a. an employee has been suspended under Section 15(5) of the *School Act*;
  - b. an employee has been suspended under Section 15(4) of the *School Act*

unless the CTA or the teacher waive the right to such a meeting;

- c. the possible actions of the Board include suspension or dismissal unless the CTA or the teacher waive the right to such a meeting.
5. The Board of Education shall, pursuant to Article C.22.4, hold a meeting with the employee and their representative(s), and shall give the employee and the association seventy two (72) hours notice of such a meeting. The Board of Education may also have its representatives present at this meeting. At the time of such notice, the teacher and CTA shall be given reasons and relevant particulars in writing, for the contemplated action.
6. The teacher shall be entitled to file a written reply to the allegation prior to the meeting held under Article C.22.5.
7. Twenty-four (24) hours prior to a meeting held under Article C.22.5 both parties shall exchange all documents that will be considered at the meeting.
8. At the meeting held under Article C.22.5, the teacher shall be entitled to be accompanied by the staff representative, the CTA President and by an advocate appointed by the CTA, and shall have the opportunity to ask questions and to make both written and verbal submissions or have their advocate ask questions or make written or verbal submissions on the employee's behalf.
9. The decision of the Board of Education shall be communicated in writing and shall contain a statement of the grounds for the decision.
10. Wherever practicable, the parties shall attempt to agree on a press release when a teacher is suspended or dismissed.
11. Any disciplinary action taken by the Board may be subject to grievance, however the CTA may refer any grievance of a decision in Article C.22.9 directly to arbitration.

## **ARTICLE C.23      PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE**

1. The Board may dismiss any teacher bound by this Agreement for just and reasonable cause.
2. The Board may dismiss a teacher where the Board has received three reports in accordance with Article E.22 (Evaluation) of this agreement indicating that the performance of the teacher is less than satisfactory.
3. The reports referred to in Article C.23.2 shall be prepared in accordance with the process established in Article E.22 (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) or more than twenty-four (24) months excluding time off for illness, leave or retraining;

- b. at least one (1) of the reports shall be written by a Superintendent, an Assistant Superintendent, or Director of Instruction.
4. Where the Board intends to dismiss a teacher on grounds of less than satisfactory teaching performance it shall notify the teacher and the President of the CTA of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board at least seven (7) days before formal notice of dismissal.
5. When the Board decides to dismiss a teacher it shall issue notice of dismissal to the teacher and the CTA at least thirty (30) days prior to the dismissal date setting out the grounds for such action.

## **ARTICLE C.24 PART-TIME TEACHERS' EMPLOYMENT RIGHTS**

1. Partial leave may be granted to permit a full-time teacher on continuing contract to accept a part-time position.
2. When the request under Article C.24.1 is granted by the Board, the teacher shall be entitled to return to a similar full-time position at the expiration of the period of time for which the Board has made the part-time position. The teacher may return to a full-time position at an earlier date or may extend the period of part-time teaching, by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
3. A teacher with a continuing part-time position may, without prejudice to that appointment, apply for an additional temporary part-time position for a specified fraction of time.

## **ARTICLE C.25 TEACHER TEACHING ON CALL HIRING PRACTICES**

1. Teacher Teaching On Call List

The Board shall maintain a list of persons approved by the Superintendent who are qualified and have requested to be placed on the list of Teacher Teaching On Call. The Board shall forward a copy of such a list to the CTA in the month of September, and in the month of January.
2. Teacher Teaching On Call Hiring
  - a. In assigning Teacher Teaching On Call, the Board shall, pursuant to Section 19 of the *School Act*, select a person on the list qualified for the assignment who possesses a valid B.C. teaching certificate.
  - b. Every attempt will be made to provide equal employment opportunities to those on the Teacher Teaching On Call list.
  - c. The Board may assign persons not on the list to a Teacher Teaching On Call teaching assignment only in the event that no person on the list possesses the necessary qualifications for the assignment.

- d. If a Teacher Teaching On Call has accepted an assignment outside their area of training and experience and the assignment is lengthened or becomes difficult, the Teacher Teaching On Call may withdraw from the assignment without prejudice to any further assignments.
- e. Where the Board reasonably expects a teacher to be absent for more than twenty (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 on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
- f. If a Teacher Teaching On Call is removed from the list, the Board will send a letter to the Teacher Teaching On Call setting out the reasons for the removal.

## **ARTICLE C.26      JOB SHARE**

- 1. The Board shall administer Job Share in accordance with the guidelines mutually determined by the Chilliwack Teachers' Association and Superintendent or Designate.

## 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:

- The CTA and Board recognize the following limits in class sizes:

Intermediate (Grades 4-10)	30
Special Class	15
I.E. Shops and Home Ec. Food Labs	24
Secondary Science (Gr. 10/11/12)	28
Secondary Humanities (English & Socials)	30
Graduation (Gr. 11/12)	30

*[Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits a combined 3/4 class to 24 students.]*

- Classes which exceed the limits by more than ten (10)% shall be supported by additional resources.

*[Note: Section 76.1 Class Size of the School Act as amended also applies that currently limits any grades 4 to 12 class to 30 students unless it is appropriate for student learning (See section.76.1.(2.1).a), or a prescribed category of class (See section.76.1.(2.1).b).]*

- Class size limits shall be two (2) less than the number stated in D.1.1 for each low incidence student included in a regular class for fifty percent (50%) or more of the instructional day. With respect to visually and hearing impaired students, it is understood that this refers to profound impairment.
- A secondary teacher shall have the right to accommodate time tabling by accepting averaging of class size provided that such averaging is consistent with this Article.
- Individual band, choir and physical education classes may exceed the limits for class size.
- Special consideration will be given to the size of split classes.

7. In any arbitration convened to consider a class size grievance the arbitrator shall consider the impact of any decision on the quality of education for students in the class and school.

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

No provincial language.

### **LOCAL LANGUAGE:**

#### **Class Composition**

1. If, after consultation/involvement with school and/or District specialist staff, the teacher determines that there are students in their class who significantly affect classroom management, routines or instruction, they may refer such students to the School Based Team for consideration and appropriate action.
2. The School Based Team, together with the classroom teacher, shall meet to consider the referral.
3. The School Based Team may take appropriate action for the circumstances. Such actions may include but are not limited to:
  - a. adjustment to the student's program;
  - b. further assessment;
  - c. alternate placement;
  - d. consideration of alternate teaching strategies;
  - e. release time for the enrolling teacher and other school based personnel as may be required to facilitate ongoing assessment and consultation;
  - f. other assistance as agreed to by the enrolling teacher.
4. If additional teacher assistant time is required to carry out the recommendations made under D.2.3, the Superintendent or designate shall, within two weeks of receiving the recommendations, inform the school based team of the actions to be taken regarding their recommendations.
5. If the Superintendent or designate decides that alternate placement is required, then the school based team shall be informed immediately.

#### **Mainstreaming / Integration**

6. The Board and the CTA agree that students with exceptional education needs shall be served in regular classrooms in neighbourhood schools whenever possible.

## 7. Identification and Placement

- a. For the purposes of this Article, “students with exceptional education needs” shall include the following categories and any other categories subsequently designated by the Ministry of Education for Special Education:
  - i. Dependent Handicapped
  - ii. Moderately Mentally Handicapped
  - iii. Severely Handicapped
  - iv. Physically Handicapped
  - v. Visually Impaired (severe/profound)
  - vi. Hearing Impaired (severe/profound)
  - vii. Autistic
- b. The identification and placement of the child to be integrated shall involve consultation and where possible, consensus among the teacher, parents, administrative officer, auxiliary professional personnel, the student (where applicable) and other appropriate personnel to consider appropriate educational and medical information and to jointly establish an educational program.
- c. The School Based Team shall comprise:
  - i. potential receiving teacher(s)
  - ii. the administrative officer
  - iii. school or district professional personnel
  - iv. other appropriate personnel,

and may make recommendations to the Superintendent or designate, regarding an educational and in service programme. Where applicable the parent(s) and/or student may augment the school based team. These recommendations can include, but are not limited to:

- i. In-Service – Professional Development  
Where practicable, time for appropriate professional development shall be arranged prior to placement of a student with exceptional educational requirements. Where such in-service occurs on weekends, or during vacation periods, the teacher shall receive time off in lieu or be paid at the rate of 1/200 of salary for each day of training.
- ii. Resource Requirements

After consultation between the school based team and the child's parent/guardian, the extent of human resources necessary to meet the needs of the child to be integrated shall be determined. Where practicable, arrangements for these resources to be available shall be made prior to placement.

- iii. **Teacher Assistants**  
Appropriate teacher assistant time shall be allocated by District staff as recommended by the School Based Team to assist in the classroom in which the student with exceptional needs is placed.
- iv. **Appropriately trained persons** shall be responsible to administer medication, to perform medical procedures, to assist exceptional students with toileting and with changing for physical education, and to assist participation in special events during lunch and recess.
- v. **Facility and Equipment**  
Appropriate needs related to the facility and equipment, such as provision of procedures for fire/earthquake drills or provision of intercommunication devices shall, where practicable, be in place prior to placement.
- vi. **Class Size and Composition**  
Class size and composition shall be given consideration as per D.1.3 when classroom placement is to be determined for a student with exceptional needs. To ensure that all students receive adequate attention, only a reasonable number of students with exceptional needs shall be integrated into any one regular classroom at the same time.
- vii. **The Individual Education Programmes** for the exceptional child shall be jointly established by the teacher and administrative officer in consultation with the District personnel and the parent/guardian.

8. **Release Time**

On recommendation of the School Based Team and upon approval of Superintendent or designate, teachers of integrated children will be given release time from the instructional day, as required, to determine needs of students, to consult with other staff and/or resource persons and to evaluate programme effectiveness on an ongoing basis.

- 9. Normally, the Superintendent or designate shall, within two weeks of receiving the recommendations, inform the school based team of the actions to be taken regarding their recommendations.
- 10. If the Superintendent or designate decides that alternate placement is required, then the school based team shall be informed immediately.
- 11. Failure to implement approved recommendations in a reasonable time may be subject to grievance.

### **ARTICLE D.3 NON-ENROLLING STAFFING RATIOS**

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:692.1 students	Agreement in Committee (1998)
Counsellors	1:665 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:403 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:74 ESL/ELL students	LOU No. 12

#### **LOCAL LANGUAGE:**

##### **Specialist Personnel**

1. The Board and CTA recognize the need for specialized personnel to be provided in the District.
2. Such personnel shall include, but not be limited to, qualified librarians, counsellors and learning assistance teachers.
3. The Board shall endeavour to provide adequate levels of specialized personnel.

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

PCA Article D.4 is not applicable in School District No. 33 (Chilliwack). See Article D.23.

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

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

negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.

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

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

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

agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

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

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

## **ARTICLE D.20      HEALTH AND SAFETY**

1. In accordance with WorkSafeBC regulations and guidelines, teachers have rights to a safe and healthy workplace, which includes the right to refuse unsafe work.

2. Classes shall be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level, and physical conditions are hygienic, safe and conducive to effective learning, and in accordance with WorkSafeBC regulations and guidelines.
3. Teachers should bring forward issues of health and safety to the school Principal or Vice Principal and the site Joint Occupational Health and Safety Committee (JOHS).

## **ARTICLE D.21 HEALTH AND SAFETY COMMITTEE**

The Board and the Association recognize the need to have an effective health and safety program. The primary purpose of the program shall be to work together in a consultative and cooperative spirit, to promote compliance with Occupational Health and Safety Regulations.

1. The current British Columbia Occupational Health and Safety Regulation as outlined by WorkSafeBC shall apply in all matters related to health and safety.
2. Representatives from the Board and the Association will meet to discuss health and safety.
  - a. The primary setting for district health and safety discussions will be the District Advisory Committee on Health and Safety (DACHS) maintained by the Board.
  - b. The Committee (DACHS) will meet monthly and the composition of the committee will reflect the composition of the legislated site Joint Occupational Health and Safety Committees. This includes:
    - i. Equal representation between the Board and employee groups.
    - ii. Employee and Employer co-chairs as outlined in JOHS committee structures.
    - iii. The recording and distribution of meeting minutes to all members of the Committee and the availability online to all CTA members.
  - c. The committee (DACHS) will consider, discuss and provide recommendations regarding matters of Health and Safety at the district level. The Committee shall:
    - i. Consider all monthly reports of accidents and incidents, their causes, and means of prevention.
    - ii. Discuss the remedial actions taken or required by the reports of investigations and inspections.
    - iii. Forward recommendations to the Superintendent or designate who will provide a response to the Committee (DACHS) in a timely manner.

## ARTICLE D.22      REGULAR WORK YEAR FOR TEACHERS

1. The regular work year for teachers shall be the school calendar provision of the *School Act* and Regulations. If either party believes there is a conflict between the *School Act* and Regulations, and this Article, pursuant to Article A.9, the parties shall meet to negotiate a mutually acceptable alternative that is not in conflict with the *School Act* and Regulations.
2. The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year. The regular work year shall include
  - a. no fewer than five (5) days for professional development;
  - b. no fewer than one (1) year end administrative day;
  - c. one (1) full day and two (2) early dismissals after instruction of three hours for student assessment/evaluation and parent/teacher consultation for each formal reporting period.

All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break and spring break.

3. The days in session in the regular school year for the teacher shall include no fewer than five (5) non-instructional days for professional development. Scheduling for those days shall be jointly planned by the Superintendent of Schools and the CTA President. Scheduling is to include coordination of district-wide and school based non-instructional dates and shall be completed for the subsequent year by April 30th.
4. No teacher shall suffer loss of pay in the event of a Board ordered closure of a work site or a Board ordered cancellation of student attendance due to inclement weather or due to Acts of God. It is understood that a teacher so affected may be re-assigned to another work location.
5. The first day of winter break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Sunday, then school shall reopen Tuesday, January 3. The first day of spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Tuesday following the fourth Monday in March.
6. Any work performed by employees covered by this agreement beyond the teacher's regular work year shall be voluntary and paid pursuant to Article B.29.
7. If permitted in the Regulations, teachers of Kindergarten shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children. Such programs shall be completed within the first two (2) weeks of September.

## **ARTICLE D.23      HOURS OF WORK**

1. Each full time elementary teacher's weekly instructional hours, exclusive of noon intermission, shall not exceed twenty-five (25) hours inclusive of
  - a. ninety (90) minutes of preparation time. One hundred (100) minutes effective September 17, 2014 and one hundred ten (110) minutes effective June 30, 2019.
  - b. daily recesses.
2. Each full time middle and secondary teacher's weekly instructional hours, exclusive of regular noon intermissions, shall not exceed twenty-seven and one-half (27 1/2) hours inclusive of
  - a. twelve and one-half percent (12.5%) preparation time
  - b. daily recesses, change periods and homerooms.
3. Preparation time for part time teachers of .4 class time or more shall be pro-rated.
4. Part time assignments in secondary schools shall normally be scheduled in consecutive teaching blocks.
5. For the purposes of the teacher's regular instructional assignment, each teacher shall be on the school premises at least fifteen (15) minutes prior to school opening in the morning, five (5) minutes prior to school opening in the afternoon and five (5) minutes after school closure in the afternoon. For the purposes of this clause, school opening shall be defined as the beginning of the teacher's regular instructional assignments and school closure shall be defined as the end of the teacher's regular instructional assignments.
6. The intent of the above shall be considered to be maintaining the status quo in this district.

## **ARTICLE D.24      DUTY FREE NOON INTERMISSION**

No teacher shall be required to perform routine school supervision duties during the school's regularly scheduled noon intermission.

## **ARTICLE D.25      SUPERVISION DUTIES (OTHER)**

As of the signing date of this contract, there shall be no increase to existing regularly scheduled supervision.

## **ARTICLE D.26      EXTRA CURRICULAR ACTIVITIES**

1. Extra curricular activities and programs are defined as being those aspects of pupils' school life provided by teachers that are beyond the provincially and locally established curriculum.

2. While the Board and CTA agree that extra-curricular activities are an important aspect of school programs for pupils and encourage participation in extra curricular activities, it is recognized that extra curricular activities are assumed by a teacher on a voluntary basis.
3. For purposes of liability, while voluntarily involved in extracurricular activities, teachers shall be considered to be acting in the employ of the board and therefore covered by the Board's liability insurance.

## **ARTICLE D.27      AVAILABILITY OF TEACHERS TEACHING ON CALL**

1. Under normal circumstances, a Teacher Teaching On Call will be engaged when a teacher who registers a class is absent.
2. When for any reason the teacher is absent from a school for one-half (1/2) day or more, the Board shall employ a Teacher Teaching On Call to replace that teacher upon being informed of such absence.
3. Except in emergency situations, cover-off is voluntary, and as such, teachers, except Teacher Teaching On Call and those teachers whose assignment is that of permanent Teacher Teaching On Call, shall not be required:
  - a. to perform the tuition or instructional duties of a teacher who is absent;
  - b. to supervise the students of a teacher who is absent.

## **ARTICLE D.28      STAFF MEETINGS**

1. The right of Administrators to schedule staff meetings as provided for in the *School Act* Regulations is recognized.
2. Such meetings shall, whenever possible, be scheduled in advance, on regular dates.
3. Staff members shall have the right to submit items for the agenda. The agenda shall provide space for other business and it shall be circulated in advance.
4. Written minutes of staff meetings shall be kept and circulated to all staff members.
5. Such meetings should not occur during times when classes are in session.
6. Staff meetings shall not normally commence prior to one (1) hour before classes begin. Staff meetings will be convened as soon as practicable after dismissal of pupils and will not last longer than one and one-half (1 1/2) hours.
7. Staff meetings shall not occur other than during the work year.
8. There shall be a maximum of twelve (12) staff meetings per year.
9. Part-time and itinerant teachers shall attend staff meetings whenever practicable or when the staff meeting is contiguous with the instructional assignment.

## **ARTICLE D.29      TECHNOLOGICAL CHANGE**

1. Technological change shall be defined as
  - a. the introduction by the employer into its work undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or
  - b. a change in the manner, method or procedure, in which the employer carries on its work, undertaking or business that is related to the introduction of that equipment or material, but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.
2. When the Board prepares to effect a technological change that is likely to affect the terms and conditions or security of employment of teachers to whom this Agreement applies, it shall give notice of the technological change to the CTA at least ninety (90) days before the date on which the technological change is to be implemented.
3. Such notice shall be in writing and shall state
  - a. the nature of the change,
  - b. the date on which the Board proposes to effect the change,
  - c. the approximate number, types and location of CTA members likely to be affected by the change, and
  - d. the anticipated effects the change may be expected to have on CTA members.
4. At least sixty (60) days prior to implementation the Board shall discuss with the CTA a process of implementation, including where feasible, retraining and/or alternate employment.
5. Where the Board introduces or intends to introduce a technological change that
  - a. affects the term, conditions or security of employment of a significant number of members of the CTA, and
  - b. alters significantly the basis on which this Collective Agreement was negotiated, either party may refer the matter to an Arbitration Board in accordance with Article A.6.

## **ARTICLE D.30      SPACE AND FACILITIES**

The Board shall endeavour to provide in each school lunch room facilities sufficient to accommodate all CTA members in that school.

## **ARTICLE D.31      TEACHER TEACHING ON CALL WORKING CONDITIONS**

The Teacher Teaching On Call shall normally be required to assume only the duties of the teacher they are replacing.

## **ARTICLE D.32      ASSOCIATION INVOLVEMENT IN BOARD BUDGET PROCESS**

1. Representatives of the CTA will receive copies of all agenda of meetings of the Board and will be entitled to attend and make representations at meetings (other than in camera meetings) at which budget decisions are formulated.
2. The CTA shall have the right to representation on any committee of educational partners that develops the budget for the School District, subject to Board policy.

## **ARTICLE D.33      BEGINNING TEACHERS**

1. Where practicable, consideration shall be given to beginning teachers to help them in their adjustment to teaching. Consideration may include but not be limited to
  - a. an instructional assignment that is appropriate to their experience.
  - b. a mentoring program that shall be
    - i. voluntary for both the mentor and the new teacher, and
    - ii. cooperatively developed between the Board and the CTA.
  - c. a joint committee with equal representation of the Board and the CTA shall have the responsibility for
    - i. monitoring the mentor program, and
    - ii. recommending changes to the Superintendent of Schools.

## **ARTICLE D.34      HOME EDUCATION**

1. A home schooled student is a child who is provided with an educational program solely by the parent and shall have access to educational services as provided in the *School Act*.
2. A teacher normally assigned responsibility for provision of educational services to home schooled students shall be a teacher with district educational support responsibilities.
3. A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable time to enable them to provide such services.

## **ARTICLE D.35      PARENT CONFERENCES**

1. The Board and the CTA agree that there shall be at least three (3) formal written reports to parents and at least two (2) informal reports.
2. The required number and type of informal reports shall be discussed and determined at a scheduled staff meeting.

## **ARTICLE D.36      TEACHER REPORTS ON STUDENTS**

1. The Board and the CTA agree that, after due consideration and consultation, the teacher will assign the final marks or grade to the student's records or profiles.
2. If student records or profiles are changed, the teacher will be advised and the record or profile will clearly indicate who has changed the record or profile.
3. If requested by the teacher, the Administrator will provide reasons for the change.

## **ARTICLE D.37      STUDENT MEDICATION**

1. Except in emergency situations, teachers should administer (or supervise the self-administration of) medications to pupils only if the following conditions are met:
  - a. The teacher voluntarily agrees.
  - b. The medication is required while the child is attending school.
  - c. A parent has requested the school's assistance and has signed a release concerning administration by the teacher.
  - d. Written authorization has been received from an attending physician.
  - e. The Public Health Nurse has been informed, and, where necessary, has provided the teacher with adequate instruction concerning the administration of the medication.

## **SECTION E       PERSONNEL PRACTICES**

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

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

### **ARTICLE E.2       HARASSMENT/SEXUAL HARASSMENT**

#### **1.       General**

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

## **2. Definitions**

### **a. Harassment includes:**

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

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

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

## **3. Resolution Procedure**

### **a. Step 1**

- i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes

b. Step 2

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

c. Step 3

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

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

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

#### **4. Remedies**

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

#### **5. Informal Resolution Outcomes**

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and
  - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of

the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.

- c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

## **6. Training**

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

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

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

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

- 1. In this Article vacancy means a newly created teaching position or an existing teaching position for which there is a continuing need to which a teacher is not assigned. All teachers in the District are eligible to apply for all vacancies except those vacancies filled by teachers on the Recall List. A teaching position filled by a temporary appointee does not become a vacancy on expiration of the temporary contract if that temporary appointee is re-engaged and assigned to that position.

2. The Board will undertake to make vacancies or possible vacancies known to all potential candidates through a variety of internal and external advertising. During the regular work year the Board shall post notices of vacancies as soon as they become known in all work sites where teachers are assigned and at the District Office. A copy will be forwarded to the CTA office. At times other than the regular work year, notices of vacancies will be posted in the District Office with a copy forwarded to the CTA office.
3. All vacancies covered by this Agreement will be posted for a period of five (5) teaching days during the work year and seven (7) days during the summer prior to the deadline for applications. Postings shall include at least
  - a. identification of the work site,
  - b. description of the position to be filled, including grade level(s),
  - c. type of contract (continuing or temporary),
  - d. effective date and, if applicable, end date, with the possibility of extension,
  - e. closing date for applications.
4. Postings shall not include references to extra-curricular activities.
5. Vacancies created by Leaves of Absence including Pregnancy/Parental Leave shall be posted and filled by temporary appointment. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave; however their assignment may not be identical to their previous assignment.
6. The Board shall fill a vacant position from the applicants in the priority set out below on the basis of qualifications (Article C.20.3) and ability. Where qualifications and ability are equal, length of service shall be the governing factor.
  - a. Continuing appointees transferred on the initiative of the Board under the provisions of Article E.21.
  - b. All Continuing teachers on full time or part time appointment, and those on the recall list, and Administrative Officers whose appointments as an Administrative Officer have been terminated for other than just cause and who have not otherwise been placed in a teaching position under Section 21 of the *School Act*.
  - c. Teachers who have been employed by the Board on temporary contracts in the ten (10) teaching months preceding their application and Teachers Teaching On Call.
  - d. Other applicants.
7.
  - a. When a vacancy occurs for a continuing position it shall be posted as soon as it becomes known. The assignment within the position in September may not be identical to the assignment in the posted position.

- b. When a vacancy occurs for a temporary position, it shall first be offered to teachers on recall, as per Article C.20 Layoff Severance, Recall. If a position is not filled through that process, or there are no teachers on recall, the temporary position shall be posted.
- 8. When a vacancy has been posted and filled by a continuing teacher, but due to unforeseen circumstances the position ceases to exist before its effective starting date, the continuing teacher shall have the right to return to their previous position.
- 9.
  - a. The successful applicant to a posted continuing position shall assume that position at the beginning of the next school year. However, if there is mutual agreement between the parties, the applicant may assume the position at an earlier date. If the successful applicant does not immediately fill the vacancy, the Board shall fill the vacancy by temporary appointment.
  - b. Applicants shall indicate on their application that they want to be considered for the continuing position and/or a temporary position.
  - c. A teacher with a continuing full-time or a continuing part-time contract may not apply for and receive a temporary appointment except as provided for in Article C.24.3
- 10. The successful applicant for the position referred to in Article E.20.6.a shall be subject to Article E.21.5 and any District Initiated Transfer.
- 11. Any verbal offer of appointment or transfer to a vacant position shall be confirmed by the teacher upon receipt of the Human Resources Division's written offer. This will normally be done within forty-eight (48) hours.
- 12. Any verbal offer of appointment or transfer to a vacant position shall be confirmed by the Human Resources Division upon receipt of the teacher's written acceptance and all necessary documentation. This shall normally be done within forty-eight (48) hours of the applicant's receipt of the written offer.

## **ARTICLE E.21      TRANSFER AND ASSIGNMENT**

- 1. The Board and the CTA agree that the transfer and assignment of staff is the responsibility of the Board, subject to the provisions of this Agreement.
- 2. A teacher who seeks a transfer shall do so by application to posted positions pursuant to Article E.20. The onus rests with the present CTA employees to ensure the Superintendent or designate is kept advised of their current personal professional aspirations and preferences for assignment.
- 3. District Initiated Transfer
  - a. A Board official intending to recommend a transfer shall:
    - i. Give consideration to the teacher's professional and personal goals and wherever possible obtain the teacher's agreement to the transfer.

- ii. Meet with the teacher at least fourteen (14) days prior to the recommendation being placed before the Board. The nature of the transfer and the reasons for it shall be communicated to the teacher.
    - iii. Permit the teacher to be accompanied by a member of the CTA. The teacher shall have the opportunity to consider the matter and reply before the recommendation is placed before the Board.
  - b. Within seven (7) days of being notified that the decision to recommend a transfer is confirmed, the teacher shall have the right to meet with the Board with a CTA representative present.
  - c. When the decision to transfer a teacher has been made, the transferred teacher and the President of the CTA shall be notified, in writing, of the decision and the reasons for it.
  - d. When the Board transfers a teacher to a significantly different grade level or subject area, the Superintendent and the teacher shall jointly determine, and the Board shall provide, the necessary resources for retraining.
  - e. Transfers initiated by the Board shall be completed no later than May 15 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by April 30 in such year.
4. Transfer Initiated For Reasons of Projected Enrolment Decline
- a. Prior to any transfers required due to a decline in school enrolment or decreased requirements in a program area, the Administrator shall consult with staff and take into consideration the educational program of the school and the personnel necessary to carry out the program for the ensuing school year.
  - b. When a teacher must be transferred, and no teacher volunteers to transfer, the teacher(s) on the school staff with the least seniority in the District will be designated for transfer and the name(s) of this teacher(s) will be forwarded to the Superintendent.
  - c. If the position held by the least senior teacher is considered essential for the school program by the Administrator, in consultation with the staff, and the least senior teacher is academically qualified to teach that program then the position held by the next least senior teacher may be determined as excess and that teacher may be designated for transfer.
  - d. A teacher, who is transferred for reasons of projected enrolment decline, position reduction or other such factor, shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.
5. Assignment - In School

Assignment within a school shall be based on the qualifications, training, experience and personal preference of the teacher and equitable distribution of the workload.

## **ARTICLE E.22      EVALUATION OF TEACHING**

1. The purpose of evaluation is to assess teacher competence and reinforce quality education.
2. A teacher should normally be reported on during the year of the initial appointment to the District, once every five years thereafter, or upon request of the teacher, Superintendent or Administrator.
3. All reports on the work of a teacher shall be formal written reports.
4. At least thirty (30) days prior to commencing observations, the evaluator shall meet with the teacher and invite agreement on the purpose and the time span of the evaluation and the criteria and standards to be applied. At least five (5) days prior to commencing observations, the evaluator will discuss the schedule of observations with the teacher. (The criteria shall be those stated in Local Appendix A.)
5. The evaluation of a teacher shall not be based on aspects of the learning situation over which the teacher does not have both responsibility and control.
6. Each report shall normally be based on not less than three (3) or more than six (6) personal observations which reflect the teacher's assignment. The process shall normally not exceed two (2) months. The report shall be filed by May 31 of that year unless the teacher agrees on a later date.
7. Involvement or non-involvement in extra-curricular activities and participation in union activities or matters not directly related to the general work of a teacher are outside the scope of evaluating and reporting on the work of a teacher.
8. Periods chosen for observation should not be at inappropriate times such as those immediately preceding or following breaks for holiday periods, when the teacher is returning to work after a protracted absence, and/or when activities are occurring within the school which substantially disrupt the normal classroom or school program. The teacher shall have the opportunity to select at least two (2) of the observation times.
9. Following each observation, the evaluator shall normally discuss with the teacher their observations and impressions. Such observations and impressions shall, where practicable, be further provided to the teacher in the form of a written commentary within forty-eight (48) hours of the observation.
10. Each formal report by the Superintendent, Assistant Superintendents, and Administrator including principals, vice principals and directors of instruction shall be based on the most recent observations and assessments and not on those used in previous reports. In the case where a teacher has a reasonable apprehension of bias, the Superintendent may determine that the report is to be written by another appropriate evaluator.
11. Reports shall note the teacher's area of professional training, experience and current assignment and shall contain a statement of the writer's assessment of the overall teaching performance and the general work of the teacher. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preference of teaching subjects and grades.

12. The content of a teaching report shall be specific and an objective description of teaching performance. Judgements shall be adequately substantiated.
13. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy so that the teacher may have the opportunity to point out factual errors or omissions. The teacher shall have the opportunity of meeting with the evaluator in the company of a third person to propose changes to the draft. The evaluator shall make every effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
14. Any written report that identifies weaknesses shall include constructive suggestions for improvement.
15. In the event of a less than satisfactory report the teacher and evaluator shall jointly develop any necessary plan of action. The plan of action shall be completed before another report is initiated.
16. The CTA shall be notified of any less than satisfactory report unless the teacher in writing requests otherwise.
17. 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.

## **ARTICLE E.23 NO DISCRIMINATION**

1. The Board and the CTA subscribe to and shall follow the principles of the *Human Rights Code* of British Columbia which prohibits discrimination as of the date of this Agreement on the following grounds: race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex or age of that person, or because of parenthood, sexual orientation, or because of their conviction for a criminal or summary conviction charge that is unrelated to the employment or to the intended employment of that person.
2. The Board agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any teacher for reason of membership or activity in the CTA.

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

1. There shall be only one personnel file kept at the District Office for each teacher.
2. Teacher personnel files shall be kept in secure storage. Access to the files is to be authorized to appropriate district personnel by the Superintendent or designate.
3. After receiving a request for an appointment during normal business hours, the Superintendent or designate shall grant access at a mutually acceptable time to any teacher wishing to see their file.

4. All files shall be reviewed in the presence of the Superintendent or designate. A teacher may be accompanied by an individual of the teacher's choice.
5. Upon agreement of the Superintendent, or designate, and the teacher, material will be removed from the teacher's file.
6. The Board agrees that only materials substantiated and material relevant to the employment of the teacher shall be maintained in personnel files. Copies of material critical of the teacher shall be provided to that teacher. Upon request, copies of other material will be provided to the teacher. Teachers may have the opportunity to attach a written response to any material on file.
7. Any information that is entered in the District file, other than standard administrative documents, shall be dated and signed by both the employee and the Board official to note placement in said file. A copy of the material shall be given to the employee.
8. Teacher files at the school level shall be governed by the same procedures as are District files. In this case, the school Administrator will act as the Superintendent's designate.
9. Teacher files at the school level shall be destroyed or amalgamated with District Office personnel files when the teacher leaves that school.

## **ARTICLE E.25 FALSELY ACCUSED EMPLOYEE ASSISTANCE**

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as employees of the Board, and
  - a. an investigation has been undertaken by the Board and the Board has determined the accusation is not true, or
  - b. an arbitrator finds the accusation to be false, or
  - c. a court acquittal is not followed by an arbitrator's decision upholding the accusation,the teacher shall be entitled to the following:
2. The teacher and the teacher's family shall be entitled to assistance provided through the Employee and Family Assistance Program to deal with any negative effects of the allegations.
3. When requested by the teacher, the teacher shall be assisted by the Board in assuring successful return to teaching duties. The assistance can include
  - a. any necessary short term leave of absence with pay, as determined by the Superintendent
  - b. priority for transfer to a vacant position, as though transfer was Board initiated (E.21.3)

- c. provision of factual information (approved by the teacher and/or the teacher's representative) to parents of the school community by the Board.
- 4. The teacher may apply to the Board for indemnification of any costs associated with the allegations, arising out of the performance of their other duties to the Board.
- 5. When the Board has concluded that the allegation is mischievous or malicious then it will consider consequential discipline where the accuser is a student of or an employee of the school district and will consider appropriate action where a parent is involved.

## **ARTICLE E.26      SCHOOL ACT APPEALS**

- 1. Where a pupil and/or parent/guardian files an appeal under the *School Act* (Section 11) and Board By-law of a decision of an employee covered by this agreement:
  - a. the employee and the Association shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
  - b. the employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Association; and
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
- 2. It is the normal expectation of the Board and the Board shall request that the pupil and/or parent/guardian will have directly communicated the cause for the appeal to the employee prior to filing the appeal.
- 3. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

## **ARTICLE E.27      INTRA-DISTRICT EXCHANGE**

- 1. Where two (2) continuing teachers wish to exchange assignments and have the necessary qualifications and abilities required by the position that they are transferring to they may file a written request for exchange through the Human Resources Department by April 1, to be implemented for the subsequent school year. This exchange shall not be unreasonably denied. The response to the request will be given in writing by April 30.
- 2. After the first year the exchange shall either be dissolved or become a permanent reassignment upon agreement of both employees and the Superintendent or designate. All parties shall agree and confirm in writing. Upon written agreement both teachers shall be committed to the reassignment. Teachers shall apply for confirmation of the intra-district exchange by April 1 and will receive response by April 30.

## **SECTION F        PROFESSIONAL RIGHTS**

### **ARTICLE F.20        PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL**

1. The Board and the CTA recognize that
  - a. providing opportunities for professional development is a shared responsibility;
  - b. activities which promote and foster professional development of teachers shall be covered in this Article.
2. There shall be a professional development fund which is jointly administered by the Superintendent or designate and the CTA Professional Development chairperson or designate.
3. There shall be a Joint Professional Development Committee comprised of six (6) CTA members and three (3) representatives of the Board, chaired by a CTA member.
4. This Joint Committee shall administer professional development activities in the District.
5. This Joint Committee shall be guided by the following principles:
  - a. Teacher participation in professional development activities is voluntary, except during non-instructional days set aside for professional development.
  - b. A needs assessment is the most appropriate starting point in planning a professional development program.
  - c. Professional development programs shall include adequate resources, time and organizational support.
  - d. Opportunities for professional development shall be distributed as widely as possible.
6. It shall be the responsibility of the Joint Committee to allocate available funds for professional development including requests from Teachers Teaching On Call in the employ of the Board. The Committee shall establish its own guidelines in these matters.
7. Each school shall have a Professional Development Committee of which an Administrator is a member and which is chaired by a CTA member. Where practicable this Committee shall be elected.
8. The School Committee shall adhere to the principles in Article F.20.5.
9. The School Committee shall plan school-based professional development activities.

10. The Board shall contribute annually to the Professional Development Fund eighteen one hundredths percent (.18%) Category 6 Max per F.T.E. (as of September 30) and the CTA shall contribute seven one hundredths percent (.07%) Category 6 Max per F.T.E. (as of September 30). An advance of 50% of Professional Development Funds shall be sent to the CTA by October 31<sup>st</sup> each year and a report on the balance owing. The remaining balance owing will be sent to the CTA by January 31<sup>st</sup> each year. Upon request the CTA will provide financial reports to the Superintendent or designate.
11. The Board will annually provide six one hundredths (.06%) Category 6 Max per F.T.E. (as of September 30) to increase the Professional Development Fund to offset substitute or other professional development related costs.
12. The CTA recognizes that the principal has the authority to authorize teacher absence from regular duties for professional development.
13. Unused funds shall be carried over to the next year.
14. This Article shall not preclude the Board from providing curriculum implementation however, the Professional Development Fund shall not be required to finance curriculum implementation.

## **ARTICLE F.21 NON-INSTRUCTIONAL DAYS**

1. Five (5) of the non-instructional days in the School Calendar shall be used for teacher professional development activities.
2. Non-instructional days shall be considered as instructional days for salary purposes.

## **ARTICLE F.22 CURRICULUM IMPLEMENTATION**

1. The Board accepts responsibility for providing the resources necessary for implementation of curriculum prescribed locally or provincially.

Accordingly, when new curriculum is being introduced to the School District, a Joint Committee of equal representation of the Board and CTA shall be established to make recommendations to the Superintendent, with respect to, but not limited to the following:

- a. time considerations
  - b. in-service
  - c. material requirements
  - d. professional support
  - e. implementation approach (i.e. pilot project, evaluation, etc.)
2. The Board will pursue development of a First Nations curriculum with the local First Nations representatives. The Board will involve members of the CTA in this development process.

## **ARTICLE F.23      ACCREDITATION/SCHOOL ASSESSMENT**

1. The Board and the CTA recognize the value of teachers' participation in Ministry prescribed accreditation and other school assessments.
2. District staff will recommend to the Board after consultation with school staff and Administrator, the resources required to effectively administer an accreditation or assessment, including, but not limited to
  - a. staff release time to carry out all aspects of the accreditation process,
  - b. additional secretarial and research assistance,
  - c. translation and printing services for schools with non-English speaking populations,
  - d. additional non-instructional days, and
  - e. appropriate technology.
3. Implementation of recommendations arising from an accreditation or assessment shall occur through consultation between District staff and the school's Administrator and teachers.
4. Any external accreditation/assessment report shall be provided only to the school staff concerned, district staff, Board and the Ministry of Education.
5. An elementary accreditation process is voluntary.

## **ARTICLE F.24      PROFESSIONAL AUTONOMY**

1. The Board recognizes and respects the professionalism of teachers covered under this collective agreement. Teachers have the professional right and the professional responsibility to determine instruction in classes within the following criteria:
  - a. Teaching methods shall be consistent with recognized effective educational practices;
  - b. Provincially prescribed and authorized and Board authorized locally developed curricula shall be followed;
  - c. Resources used shall include those provincially prescribed, authorized or locally determined;
  - d. Professional Autonomy does not infringe upon the Board's right to determine effectiveness of instruction in accordance with Article E.22.

## **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 also Article G.20 for general sick leave use / accrual]

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

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

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

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

[See also Article G.26 for short term leave of up to three (3) days.]

## ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

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

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

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

## ARTICLE G.4 BEREAVEMENT LEAVE

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

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family. *[See also Article G.4.6.]*

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 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3. “family member” means:
    - a. in relation to an employee:
      - i. a member of an employee's immediate family;
      - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
    - b. in relation to an employee's spouse or common-law partner or same-sex partner:
      - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and

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

*[See also Article G.4.7.]*

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

#### **LOCAL PROVISIONS:**

5. The Superintendent, in their discretion, shall grant up to three (3) days leave of absence without loss of salary to a teacher in the case of the death of an aunt or uncle or like in-law. The discretion shall be exercised reasonably.
6. Extensions to bereavement leave granted under Article G.4.1 or Article G.4.5 may be granted with pay less the cost of the Teacher Teaching On Call upon written request to the Superintendent.
7. The Superintendent may grant up to one (1) day leave of absence without loss of salary in the event of the death of a relative not defined in Article G.4.1 or a friend of the teacher for the purpose of attending the funeral.

#### **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.27 Discretionary Leave.**

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

Article G.6.1.b applies for the purposes of Article A.10 *Leave for Regulatory Business as per the Teachers' Act* only.

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

Except as noted above, Article G.6 is not applicable in School District No. 33 (Chilliwack). See Article A.20 President's Release Time and A.21 Release Time for CTA Business.

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

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

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

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

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

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
  - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
  - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice – Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
  - a. Teacher Evaluation
  - b. Teacher Discipline
6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

#### **ARTICLE G.10      TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES**

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

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

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

#### **ARTICLE G.11      CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES**

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

## **ARTICLE G.20      SICK LEAVE**

1. Sick leave means the period of time a teacher is permitted to be absent from work with full pay by virtue of being sick or disabled, or under medical treatment, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
2. Entitlement
  - a. Full-time teachers will be subject to the full sick leave provisions stated herein.
  - b. Part-time teachers shall receive sick leave prorated in accordance with percentage of full-time assigned.
3. Over and above current accumulated sick leave, teachers shall be entitled to accumulate a maximum of fifteen (15) working days each year calculated at the rate of one and one-half (1 1/2) days per month.
4. Fifteen (15) days of sick leave shall be advanced to each teacher at the beginning of each school year in September.
5. Teachers commencing employment with the Board during the year shall have advanced to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
6. The Board will furnish to each teacher by October 1 each year a statement showing the amount of their earned and accumulated unused sick leave and thereafter monthly.
7. If a teacher leaves the employ of the Board and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit of the balance of all sick leave remaining to the credit of the teacher at the time of resignation.
8. In the event a teacher leaves the employ of the Board prior to the conclusion of the school year, sick leave will be reconciled and any necessary adjustments deducted from the final pay cheque.
9. The maximum number of days of sick leave that may be used in any school year shall not exceed one hundred twenty (120) days.
10. A medical certificate may be required by the Superintendent as proof of sickness. Such request will be made, where possible, when the teacher reports sick or during their period of illness. The Board will pay the cost, upon presentation of the bill, of any such certificate that it requests.

11. It shall be the responsibility of the teacher to report usage of sick leave to the Superintendent in accordance with procedures established by the Superintendent. Failure to follow reporting procedures may jeopardize the teacher's right to this benefit unless extreme circumstances can be shown which made reporting impossible.

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

## **ARTICLE G.21      PREGNANCY LEAVE**

1. Pregnancy Leave:
- a. Teachers shall be granted pregnancy leave in accordance with the *Employment Standards Act*.
  - b. If a teacher wishes to return to work during the six (6) weeks following birth, that request must be supported by a medical certificate stating that the teacher is able to resume work.
  - c. While a teacher wishing to return to work prior to the intended date of return may do so by submitting a written application giving a minimum of one (1) weeks' notice, at least one (1) months' notice is preferred. Those intending to return to work in September shall notify the Board prior to the end of May.
  - d. In the case of incomplete pregnancy, and where written application accompanied by a certificate of medical practitioner, stating that the teacher is able to resume work is made by the teacher, return to duty will be authorized by the Superintendent with one (1) weeks' notice.
  - e. A teacher returning to duty on the expiration of pregnancy leave shall be reinstated in the position previously occupied, or in a comparable position and with all increments to wages and benefits to which the teacher would have been entitled had the leave not been taken.
  - f. The Superintendent may require a teacher to immediately commence a leave of absence where the duties of the teacher cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the teacher provides a certificate from a medical practitioner stating that they are able to perform their duties.
  - g. In the case of teachers on temporary appointment, pregnancy leave shall terminate at the conclusion of the temporary appointment.
  - h. While on pregnancy leave an employee shall retain their full employment status and rights, and shall accumulate all benefits under this Collective Agreement. Any voluntary extension beyond the period of pregnancy leave shall be deemed leave of absence and would not be credited to their teaching experience.
  - i. While an employee is on pregnancy leave the employer shall continue to make all normal contributions towards the employee's benefits.

2. Parental Leave

- a. Teachers shall be granted parental leave in accordance with the *Employment Standards Act*. Additional leave may be granted under the terms of Article G.29 Extensive Leave, with return from the additional leave to coincide with the commencement of a term.
- b. On return from parental leave, the teacher shall be assigned to the same position held prior to taking the leave; however their assignment may not be identical to their previous assignment.

3. Use of Sick Leave

If at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions.

4. Supplemental Employment Benefits on Pregnancy Leave

- a. When a pregnant teacher takes the pregnancy leave to which they are entitled pursuant to the *Employment Standards Act*, the Board shall pay the teacher
  - i. ninety-five percent (95%) of their current salary for the first two (2) weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits:
  - ii. the difference between seventy-five percent (75%) of their current salary and the amount of EI maternity benefits received by the teacher, for a further fifteen (15) weeks.
- b. The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the *Employment Insurance Act* in respect of such maternity payment.

## **ARTICLE G.22 PARENTHOOD LEAVE**

A teacher with a dependent child shall, at the discretion of the Board, be granted a parenthood leave of absence without pay under the terms of Extensive Leave, Article G.29. The discretion of the Board shall be exercised reasonably.

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

On the birth of a child or in the case of adoption or legal guardianship, the teacher who is not in receipt of benefits under Article G.21.4 may apply for and shall be granted leave with pay up to a maximum of two (2) days. The length of the leave shall be at the discretion of the Board, but its discretion shall be exercised reasonably.

## **ARTICLE G.24 COURT APPEARANCES**

1. The Superintendent shall grant leave of absence at no loss of salary to a teacher who serves as a juror or witness in a court. Any fees in lieu of pay received by the teacher for such service are to be remitted to the Board.
2. The Superintendent shall grant leave of absence at daily cost of a Teacher Teaching On Call to a teacher who is appearing in court as a plaintiff or defendant.

## **ARTICLE G.25 EDUCATION LEAVE**

### **1. Long-Term Leave**

Long-term leave may be granted for educational purposes in accordance with Article G.29.

### **2. Short-Term Leave**

- a. The Superintendent shall grant leaves of absence for teachers for participation in in-service, conferences or CTA business in accordance with the terms and conditions of this agreement.
- b. The Superintendent shall grant leave of absence at the daily cost of a Teacher Teaching On Call to a teacher for the purpose of writing an examination.
- c. The Superintendent shall grant up to one (1) day leave of absence at no loss of salary to a teacher for the purpose of receiving a degree.
- d. The Superintendent may grant up to ten (10) days leave of absence at the daily cost of a Teacher Teaching On Call to a teacher for the purpose of attending summer sessions.

## **ARTICLE G.26 EMERGENCY LEAVE FOR FAMILY ILLNESS**

1. The Superintendent, in their discretion, shall grant up to three (3) days leave of absence without loss of salary to a teacher in the case of serious illness of a spouse, child, parent, brother or sister. The discretion shall be exercised reasonably.
2. The Superintendent may authorize extensions of such leave at the daily cost of a Teacher Teaching On Call.

[See also Article G.2 Compassionate Care Leave for long term leave.]

## **ARTICLE G.27      DISCRETIONARY LEAVE**

The Superintendent shall grant a leave of absence to a teacher two days annually at no loss of salary except for the daily cost of a Teacher Teaching On Call, subject to the availability of Teachers Teaching On Call.

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

## **ARTICLE G.28      PUBLIC OR CIVIC DUTY LEAVE**

### **1.      Recognition**

The Board recognizes the right of a teacher to participate in public affairs.

### **2.      Leave for Candidate**

- a.      When a teacher is nominated as a candidate and applies for a leave of absence to contest a Provincial or Federal election, the teacher shall be granted leave of absence without pay during the election campaign.
- b.      When a teacher is nominated as a candidate and applies for a leave of absence to contest a Municipal or Regional election, the teacher shall be granted leave of absence without pay for a maximum of five (5) working days.

### **3.      Public Duties**

- a.      Teachers elected as Members of Parliament or Members of the Legislative Assembly shall be granted leave of absence without pay for the full term of the teacher's mandate. The teacher shall pay the full cost of any benefits maintained during the leave of absence. The period of leave would not be credited to a teacher's teaching experience.
- b.      Upon completion of the final term for which a teacher is elected, the leave of absence is deemed to be complete.
- c.      Teachers elected or appointed to municipal office, regional district or public board for which remuneration is received shall be granted leave of absence, at the cost of a Teacher Teaching On Call, of up to ten (10) days in any one school year. Additional leave of absence may be approved by the Board.
- d.      Teachers taking a leading part in a community service for which they receive no remuneration may be granted, at no cost or at the cost of a Teacher Teaching On Call, leave of absence on special occasions to attend functions connected with that activity.

## **ARTICLE G.29      EXTENSIVE LEAVE OF ABSENCE**

### **1.      General**

- a.      Members of the teaching staff may wish extensive leave of absence for a variety of reasons including compassionate and personal leaves, or professional development.
- b.      On the recommendation of the Superintendent, extensive leave may be granted by the Board to any member of the teaching staff.
- c.      Partial leave may be granted to permit a full-time teacher on continuing contract to accept a part-time position.

### **2.      Conditions**

- a.      Leave in ordinary circumstances will be granted for no longer than two (2) years.
- b.      Leave shall be without pay but the teacher shall be entitled to continuation of all employee benefits provided that it shall be at no cost to the Board. The period of leave would not be credited to a teacher's teaching experience, except for those extensive leaves in Article B.23.1.f.
- c.      Leave must normally be requested at least two (2) teaching months before it is to take effect.
- d.      Application shall be made in writing to the Superintendent and must specify the reason for the request and the dates of commencement of leave and of return to duty.
- e.      A teacher returning from leave in September must provide the Superintendent with written confirmation of their intention to return and their teaching preferences before April 1st of that year. A teacher returning at other times must provide this information two (2) months before the anticipated date of return. If this information is not provided, an appropriate position may not be immediately available upon return. In such circumstances the teacher is guaranteed assignment to the first (1st) available appropriate position.
- f.      On return from leave, the teacher shall be assigned to the same position held prior to taking the leave, however their assignment may not be identical to their previous assignment.

## **ARTICLE G.30      WORKSAFE B.C. BENEFITS**

- 1.      Where a teacher is absent due to compensable injury and is in receipt of WorkSafe B.C. benefits, the Board will receive such benefit and shall pay the teacher's regular salary provided that the teacher has sick leave to their credit. The sick leave credit shall be reduced by the difference between the teacher's regular pay and the WorkSafe B.C. benefit.

2. When the sick leave credit is exhausted, the teacher will receive the WorkSafe B.C. benefit only. The amount of WorkSafe B.C. benefit received by the Board shall not be reported as taxable income on the teacher's T4 statement.
3. Subject to the *Workers' Compensation Act* and Occupational Health and Safety (OHS) Regulations, compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

## **ARTICLE G.31      DEFERRED SALARY PLAN**

1. The Deferred Salary Plan allows teachers the opportunity to take a partially paid, one year leave of absence by deferring part of their salary prior to such leave.
2. Any teacher who holds a continuing full-time position and has a minimum of five years' seniority accumulated with School District No. 33 (Chilliwack) immediately prior to applying for the leave is entitled to apply to the Board to participate in this plan. The teacher must maintain their continuing full time position for the duration of the plan.
3. The Board shall administer the Deferred Salary Plan in accordance with guidelines mutually determined by the Chilliwack Teachers' Association and representatives of the Human Resources department.
4. During the period of leave, the teacher shall continue to receive medical, extended health, group life insurance and dental benefits at the cost of the Board.
5. On return from leave, the teacher shall be assigned to the same position held prior to taking the leave, however the assignment may not be identical to the previous assignment.

## **SIGNATURES**

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Simone Sangster  
Secretary Treasurer  
School District No. 33 (Chilliwack)

\_\_\_\_\_  
Danielle Bennett, President  
Chilliwack Teachers' Association

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

\_\_\_\_\_  
Clint Johnston, President  
British Columbia Teachers' Federation

## APPENDIX A

### Evaluation Criteria

1. The Board and CTA recognize the importance of evaluation being based on established criteria.
2. The indicators describing the criteria below are broad guidelines only, intended to assist the teacher and evaluator. It is understood that not all of these indicators can be applied to all teachers and teaching situations, all of the time.
3. The criteria and descriptors below are not priority ordered, nor are they intended to supersede the articles of the *School Act*, the Board-CTA contract, or the Code of Ethics of the BCTF.

#### CRITERION 1: EFFECTIVE TEACHERS ARE SKILLED MANAGERS

The teacher plans with definite purposes and clear objectives in mind, communicates those purposes and objectives to the students, and assesses the immediate results and long-term outcomes in terms of these purposes and goals.

Possible indicators for discussion and assessment

1. The teacher establishes a variety of procedures for assessing student performance and communicates these procedures clearly to students, parents, and other personnel.
2. The teacher utilizes the results of student assessments to plan for future instruction.
3. The teacher clearly defines the assessment criteria to be used, interprets the results and communicates this information to students, parents and other personnel.
4. The teacher maintains appropriate, accurate records of student achievement and attendance, and reports to parents.
5. The teacher endeavours to incorporate the goals of the school and community in the planning process.
6. The teacher ensures that student progress is communicated to parents as often as circumstances warrant.

#### CRITERION 2: EFFECTIVE TEACHERS EMPLOY CLASSROOM MANAGEMENT TECHNIQUES

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

Possible indicators for discussion and assessment

1. The teacher encourages a positive teaching/learning environment.
2. The teacher encourages the student to assume responsibility for their own behaviour, to practice self-discipline, and to develop a positive self-concept.
3. The teacher establishes fair and consistent routines and clear expectations for student conduct.
4. The teacher fosters and encourages mutual respect.
5. The teacher is adept at monitoring several classroom activities.

### **CRITERION 3: EFFECTIVE TEACHERS UTILIZE INSTRUCTIONAL SKILLS**

The teacher demonstrates, in their performances, knowledge and skills in designing and conducting an instructional experience.

Possible indicators for discussion and assessment

1. The teacher identifies and teaches to clear objectives, and designs instruction experiences appropriate for the level and curriculum.
2. The teacher utilizes principles of learning in helping students achieve objectives.

### **CRITERION 4: EFFECTIVE TEACHERS HAVE HIGH, REALISTIC STUDENT EXPECTATIONS**

With due consideration for individual differences, the teacher attempts to involve students in experiences and activities designed to develop skills, to stimulate thought, to foster higher-level thinking and to encourage the student's belief in their own abilities.

Possible indicators for discussion and assessment

1. The teacher assesses individual differences and uses appropriate instructional resources to meet individual needs.
2. The teacher takes into account extenuating circumstances which may impact on student performance and progress.
3. The teacher encourages students to assume responsibility for their own learning
4. The teacher ensures that assigned homework is relevant and fair.

### **CRITERION 5: EFFECTIVE TEACHERS EMPLOY POSITIVE INTERPERSONAL COMMUNICATION SKILLS**

The teacher demonstrates and encourages others to employ positive, inter-personal communication skills to establish a safe, cooperative and mutually supportive learning environment.

Possible indicators for discussion and assessment

1. The teacher listens empathetically to students, parents and colleagues.
2. The teacher respects the confidential nature of information.
3. The teacher recognizes the place of humour.
4. The teacher demonstrates genuineness, interest and concern.
5. The teacher understands the role of constructive feedback in fostering a positive, learning environment.
6. The teacher understands that encouragement is an important component of any positive interpersonal skills.

## **CRITERION 6: EFFECTIVE TEACHERS PROVIDE A STIMULATING, EDUCATIONAL ENVIRONMENT**

The teacher encourages the intellectual, social, emotional and physical development of students by providing opportunities for questioning, speculation and originality through a variety of instructional techniques.

Possible indicators for discussion and assessment:

1. The teacher provides a secure atmosphere and environment, in which it is safe to take risks, make mistakes, express divergent ideas and be creative.
2. The teacher involves the students in experiences and activities designed to develop cooperation and to stimulate higher-level thinking.
3. The teacher encourages independent thinking.
4. The teacher recognizes the role of enthusiasm, humour and imagination.

## **CRITERION 7: EFFECTIVE TEACHERS ARE PROFESSIONALS**

The teacher demonstrates, in their performance evidence of having a theoretical background and knowledge of the principles, ethics and methods of teaching and commitment to education as a profession.

Possible indicators for discussion and assessment:

1. The teacher is receptive to new ideas and suggestions for improving their teaching skills.
2. The teacher is involved in on-going professional development appropriate to subject area and interest.
3. The teacher communicates with colleagues on a professional level.
4. The teacher develops a positive working relationship with colleagues.
5. The teacher participates in cooperative planning at both the classroom and school level.
6. The teacher uses information about students in an ethical manner.
7. The teacher recognizes the importance of the role of parents in the education of their children and fosters a positive community attitude for the overall learning atmosphere in the school.
8. The teacher recognizes the importance of being a positive role model.

## LOCAL LETTERS OF UNDERSTANDING

### LETTER OF UNDERSTANDING

#### BETWEEN:

THE BOARD OF EDUCATION FOR THE SCHOOL DISTRICT 33 (CHILLIWACK)  
AND  
CHILLIWACK TEACHERS' ASSOCIATION

**Re: Article E.20 Posting and Filling Vacant Positions**

**The parties agree to a modification of Article E.20.3. Posting and Filling of Vacant Positions as follows:**

- E.20.3      All vacancies covered by this Agreement will be posted for a period of five (5) teaching days during the work year and **during July and August jobs will be posted for a minimum of seven (7) days not to extend past the 4<sup>th</sup> Monday in August.**
- a.      identification of the work site,
  - b.      description of the position to be filled, **including grade level(s)**
  - c.      type of contract (continuing or temporary),
  - d.      effective date and, if applicable, end date, **with the possibility of extension**
  - e.      closing date for applications.

**The terms of this agreement will be effective July 1, 2019 and will expire on June 30, 2020 unless the parties agree to continue the terms beyond that date. The parties will meet no later than April 30, 2020 to discuss continuing or amending this agreement.**

**This agreement is without precedent or prejudice to party. It is also understood the terms of this agreement apply only in School District (Chilliwack) and are not binding on any other district.**

# **PROVINCIAL LETTERS OF UNDERSTANDING**

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

### **BETWEEN**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

### **AND**

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

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

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

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

Original signed by:

“Jim Iker”

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For BCTF

“Renzo Del Negro”

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For BCPSEA

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

### **Housekeeping – Form Issues**

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

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

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

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

1. Determination of Salary
  1. *Placement on Scale*
  2. *Salary Review*
  3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
  4. *Classification of Salary for Letters of Permission*
  5. *New Positions, Reclassification*
  6. *Experience Recognition*
2. Salary Scale
  1. *Category Addition*
  2. *Category Elimination*
3. Payment of Salary
  1. *Increment Dates*
  2. *Withholding*
  3. *Error in Salary – Adjustments*
  4. *Part Month Payments and Deductions including Schedule*
  5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
  1. *Full time and continuing teachers*
  2. *Part Time and temporary or term teachers*
  3. *Teachers Teaching on Call*
  4. *Summer School and Night School Payment*
  5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits
13. Payment for Work Beyond Regular Work Year
  1. *Counsellors Working Outside School Calendar*
  2. *Night School Payments*
  3. *Summer School Payments*
  4. *Salary – Payment for Additional Days*
  5. *Not Regular School Days*

14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

### **Section C – Employment Rights**

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

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

1. Teacher Workload
  1. *Class Size*
  2. *Class Composition*
2. Inclusion
  1. *Urgent Intervention Program or similar*
  2. *School Based Team*

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

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

**January 22, 2021 - Provincial Matters**

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

### **Housekeeping – Form Issues**

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

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

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

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

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

### **Section C – Employment Rights**

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

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

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

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

1. Posting and Filling Vacant Position
  1. *Offer of Appointment to District*
  2. *Assignments*
  3. *Job Sharing*
  4. *Posting Procedures – Filling*
  5. *Posting & Filling Vacant Positions – School Reorganization*
  6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
  7. *Creation of New Positions*
  8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals
5. Input into Board Policy
6. No Discrimination

7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum A)
10. Parental Complaints, Public Complaints

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

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

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

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

January 22, 2021 - Local Matters.

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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"  
President  
BC Teachers' Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School Employers’  
Association

“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).**

**NOT APPLICABLE IN SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

**NOT APPLICABLE IN SCHOOL DISTRICT NO. 33 (CHILLIWACK)**

## 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**

Not applicable in School District No. 33 (Chilliwack)

## LETTER OF UNDERSTANDING No. 6

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

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

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

2. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
  - Both K – 12 and adult education seniority are contained on a single list in both districts.
  - Normal rules of porting apply.
  - No more than 1 year of seniority can be credited and ported for any single school year.
  - Maximum of 20 years can be ported.
3. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
  - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
  - Both lists remain separate when porting.
  - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
  - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
  - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
4. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
  - A combined total of up to 20 years of seniority can be ported.
  - No more than 1 year of seniority can be credited for any single school year.

5. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
- Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
  - No seniority could be ported to the other seniority list.
  - For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

## LETTER OF UNDERSTANDING No. 7

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

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

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

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

The following examples are intended to provide further clarification:

#### Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90 days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the

previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their employment in district A. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

#### Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

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

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

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March 26, 2020  
Date

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
  - a. Vancouver Teachers' Federation [VSTA, VESTA]<sup>1</sup> / SD No. 39 (Vancouver)

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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.

- 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

## Appendix A to Letter of Understanding No. 9

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

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

Not applicable in School District No. 33 (Chilliwack).

# **LETTER OF UNDERSTANDING NO. 11**

## **BETWEEN**

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

## **AND THE**

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

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

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

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

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

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

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

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please Note: This written notice must be provided by the teacher and received by the district  
no later than November 15<sup>th</sup> of the 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 Letter of Understanding].

Class Size Language: 4-12

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

**PART II – CLASS COMPOSITION PROVISIONS**

Implementation of Class Composition Language

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

12. The parties agree that the August 28, 2019 Jackson Arbitration on *Special Education Designations* is binding on the parties and that Arbitrator Jackson maintains jurisdiction on the implementation of the award.

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

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

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

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

14. School Districts will make best efforts to achieve full compliance with the collective agreement provisions regarding class size and composition. Best efforts shall include:
- A. Re-examining existing school boundaries;
  - B. Re-examining the utilization of existing space within a school or across schools that are proximate to one another;
  - C. Utilizing temporary classrooms;
  - D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:
    - five students in grades K-3;
    - four students for secondary shop or lab classes where the local class size limits are below 30, and;
    - six students in all other grades.

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

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

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

#### Non-Compliance

15. Notwithstanding paragraph 14, the Parties recognize that non-compliance with class size and composition language may occur. Possible reasons for non-compliance include, but are not limited to:
- compelling family issues;
  - sibling attendance at the same school;
  - the age of the affected student(s);
  - distance to be travelled and/or available transportation;
  - safety of the student(s);
  - the needs and abilities of individual student(s);
  - accessibility to special programs and services;
  - anticipated student attrition;
  - time of year;
  - physical space limitations;
  - teacher recruitment challenges.

#### Remedies for Non-Compliance

16. Where a School District has, as per paragraph 14 above, made best efforts to achieve full compliance with the restored collective agreement provisions regarding class size and composition, but has not been able to do so:
- A. For classes that start in September, the District will not be required to make further changes to the composition of classes or the organization of the school after September 30 of the applicable school year. It is recognized that existing "flex factor"

language that is set out in the restored collective agreement provisions will continue to apply for the duration of the class.

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

*Alan Chell*

*Teri Mooring*

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 13**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

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

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

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

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

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

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

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

If the parties reach a voluntary agreement or recommendations are issued and accepted by both parties, and sufficient ongoing savings are generated, then the parties agree to a

*Retention Initiative Dividend (RID)* of up to one percent (1%) which shall be applied to the top step of the salary grid.

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Cultural Leave for Aboriginal Employees**

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

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

**LETTER OF UNDERSTANDING NO. 15**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

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

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Early Career Mentorship**

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

**LETTER OF UNDERSTANDING NO. 17**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Potential Grievance Resolution**

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

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