

2019-2022
PROVINCIAL COLLECTIVE AGREEMENT
AND LOCAL MATTERS AGREEMENT

WORKING DOCUMENT
2019-2022

– Between –

Board of Education of School District No. 41 (Burnaby)/
British Columbia Public School Employers' Association

– and –

Burnaby Teachers' Association/
British Columbia Teachers' Federation

Effective July 1, 2019 - June 30, 2022

Please note: This working document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to School District No. 41 (Burnaby). In the event of dispute, the original source documents would be applicable.

Application of this Agreement to K-12 and Adult Education:

The manner in which this agreement applies to K-12 and Adult Education Teachers is indicated by the use of asterisks.

1. No asterisk next to the article number indicates that the article applies to both K-12 and Adult Education teachers.
2. * A single asterisk indicates that one or more provisions in the article will apply to Adult Education Teachers only, and there may (or may not) be other provisions within the article which will not apply to Adult Education Teachers. Refer to the Table of Application on page 183 for an article by article list of those provisions which do not apply to Adult Education Teachers.
3. ** A double asterisk indicates that the entire article is not applicable to Adult Education Teachers.

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**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 41 (BURNABY) /
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

and

**BURNABY TEACHERS' ASSOCIATION /
BRITISH COLUMBIA TEACHERS' FEDERATION**

It is expressly understood and agreed between the Board and the Association that the terms of this agreement are subject to the provisions of the School Act, the Rules of the Lieutenant Governor in Council and all amendments, regulations, Minister's Orders, and Orders in Council to such Act or Rules including, but without limiting the generality of the foregoing, any amendment, regulation, Minister's Orders, Orders in Council, or succeeding statute that may be enacted during the term of this agreement.

PREAMBLE

The purpose of this Collective Agreement is:

- a. To maintain mutually satisfactory relationships setting forth certain terms and conditions of employment; and
- b. To establish a fair and equitable procedure for the resolution of disputes which may arise during the period of this Agreement; and
- c. To establish an environment conducive to an efficient and effective level of quality education; and
- d. To specify the entitlements of those teachers covered by this Agreement.

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

SECTION A: THE COLLECTIVE BARGAINING RELATIONSHIP

A.1. TERM, CONTINUATION AND RENEGOTIATION [*Provincial*]

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*.

A.2. RECOGNITION OF THE UNION [Provincial]

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

A.3. MEMBERSHIP REQUIREMENT [Provincial]

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.

A.4. LOCAL AND BCTF DUES DEDUCTION [Provincial]

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.

A.5. COMMITTEE MEMBERSHIP [Provincial]

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.

A.6. GRIEVANCE PROCEDURE [Provincial]

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.

A.7. EXPEDITED ARBITRATION [Provincial]

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.

A.8. LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS *[Provincial]*

- 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.

A.9. LEGISLATIVE CHANGE [Provincial]

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.

A.10. LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS’ ACT [Provincial]

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.

A.11. to A.24. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

A.25. NEW POSITIONS

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.

This will not preclude the Board from establishing an alternative structure by implementing a legitimate management position that is formally created, posted and for which applications are taken.
2. Newly created positions which require teaching certificates shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties or by applicable legislation.

A.26. to A.28. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

A.29. RESPONSIBILITIES OF THE PARTIES

1.
 - a. The parties shall share equally the cost of printing this agreement in sufficient quantities for distribution to all members of the Union and appropriate management personnel. The details of such printing shall be agreed between the Board and the Union.
 - b. The School District undertakes to provide to the Association, within two weeks of the date of ratification, a copy of the "new" Collective Agreement and the Association agrees to provide a written response as to errors, deletions or additions within a further one week period.
2.
 - a. All employees new to the staff of the Board will be given the opportunity to attend, within the first 30 days of the commencement of a term, an orientation regarding working in the school district. The School District will plan and conduct the orientation.
 - b. The orientation shall acquaint employees with the basic operation of the school district and the school.

A.30. ACCESS TO INFORMATION

1. The Board agrees to provide the Association or its designated representatives with information available to the public concerning finances of the district.
2. Upon request, the Board will provide at the appropriate cost, if any, annual financial reports, the public school district budget and statement of final determination.
3. The personnel department will continue the present practice of providing teacher employee information including a list of employees, showing their names, addresses, phone numbers, grid placement, seniority, and school assignment.
4. The B.T.A. will continue to receive a copy of the Board personnel report insofar as it relates to transfers, hirings, resignations, retirements, and employee deaths. Further, a copy of job postings will be provided.
5. Agendas and minutes of all public Board meetings and all attachments thereto will be available to the B.T.A. at the time of distribution to the Board.

6. The B.T.A. will provide the Board with a copy of all public B.T.A. reports and bulletins that are generally distributed throughout the system to teachers at the time of distribution to teachers.

A.31. RIGHT TO MAKE REPRESENTATION

The Burnaby Teachers' Association may make representations to the Board on educational matters. The Board shall respond to representation from the Burnaby Teachers' Association and, in cases where the Board fails to implement recommendations made by the Association, it shall provide reasons.

A.32. ANNUAL BUDGET

1. At the request of either party, representatives of the Association shall meet with representatives of the Board to discuss the budget. Prior to February 15, the Board, if requested, shall receive representation from the Association.
2. After completion and submission to the Ministry of Education of the annual budget, at the request of either party, representatives of the Association shall meet with representatives of the Board, other employee groups desiring to attend, and such others as mutually agreed, to discuss the annual budget.

A.33.* CONTRACTING OUT

1. All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit. Except as mutually agreed upon by the parties, the Board shall not contract out educational services of a type and kind normally and regularly assigned to teachers in this district. This provision shall be subject to A.33.2 below.
2. The parties agree that the following shall not be considered as violations of this article and agree that:
 - a. This article does not restrict or regulate the assignment of teaching duties to administrative officers.
 - b. This article does not limit the Board's ability to employ persons other than teachers to assist teachers in carrying out their duties as provided for in section 18 of the School Act.
 - c. Those educational services normally expected to be provided outside the regular day school program (ie. community education, continuing education, summer school) may continue to be provided.
 - d. In exceptional circumstances students may continue to be provided with educational programs which are sponsored by or jointly sponsored with another school district or delivered through another Ministry. This is on the understanding that the specialized nature of the required program is such that it can not reasonably be accommodated within the existing school or district program.

- e. Categories of associated professionals who have been employed by Burnaby and who are not members of the bargaining unit (eg. Speech pathologists, health care professionals) may continue to provide the type of services normally expected of them within the school system.
- f. Those services which have traditionally been purchased to supplement the physical education program within Burnaby such as swimming lessons, skating lessons, skiing lessons, canoeing lessons and outdoor education support may continue to be provided.
- g. The practice of using guest speakers and performers to provide services which supplement curricular programs and teacher professional development activities may continue.
- h. The purchase of materials (eg. software or curricular support) and the services included in the production of those materials shall not be restricted to members of the bargaining unit.
- i. As a practicum requirement student teachers may perform the duties and responsibilities of their supervising teachers.
- j.* ADULT EDUCATORS
 - i. The Board may continue to provide educational programs which are delivered solely or jointly in partnership with non-governmental organizations where the specialized nature of the required program is such that it cannot reasonably be accommodated within an existing school or district program.
Note: Without limiting the application of this clause, examples of such partnerships are the current arrangement with CDIS (see winter 2002 brochure) and the Burnaby Skill Centre. In past such partnerships have existed with "Yes Canada".
 - ii. Except as provided in A.33.j.iii below, the BTA will normally be informed at least forty-five (45) days prior to the initiation of any new program which the Board intends to offer under this clause. The parties will meet to discuss the program should the BTA request such a meeting.
 - iii. When a program has been initiated by an external organization and not the Board, and the approach by the agency makes the notice period shorter than that referred to in clause ii above, the BTA will be informed of such new program at the earliest practical opportunity.

A.34. PICKET LINES

- 1. All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.
- 2. Notice of a teacher's decision shall be given to Board officials as soon as reasonably possible.

3. When a unionized group of employees who normally work in Burnaby schools is engaged in a strike, or locked out, the Board shall not request or require a teacher to undertake duties other than those already established by past practice by that teacher, or have the teacher direct students to carry out such activities. This provision will not apply in cases of emergency which would directly threaten the health and safety of students.

A.35.* STAFF REPRESENTATIVES/UNION COMMUNICATION

1. The Board recognizes the Association's right to select Staff Representatives to act on behalf of the Association. The Burnaby Teachers' Association agrees to provide a list of B.T.A. Staff Representatives to the Director of Employee Relations by October 15 of each school year and notify them regularly as changes are made.
2. A Staff Representative will request release time from their immediate supervisor in order to attend to emergent situations. Such request will not be unreasonably denied.
3. It is the intent of the parties to investigate grievances or conduct grievance meetings outside the school day so as not to disrupt instruction or preparation time. Where the investigation cannot be effectively accomplished outside the school day or if the redress sought in a grievance is of such urgency as to require a grievance meeting during the day, a request will be made of the superintendent or designate to arrange for a mutually agreeable time for the investigation or grievance meeting. Where release time is arranged, then the teachers involved in the grievance meeting or investigation will suffer no loss of pay.
4. Local association representatives will have the right to conduct association business or convene meetings on the work site provided instruction is not disrupted and appropriate space is available.
5. A member has the right to be accompanied by another association member at any meeting with an administrative officer.
6.
 - a. The Board shall provide a bulletin board in an appropriate place in each school or worksite for the use of the local association. Notices on the bulletin board shall be posted and removed on the authority of the Staff Representative(s). Posted notices shall be signed by a Staff Representative or B.T.A. Executive Council member. Original signed copies of photocopied material will be kept in file at the B.T.A. office for one year.
 - b.* At any location where the Board does not provide a bulletin board for BTA use, the Board shall provide the BTA with a list of the names of adult educators who work at such sites.
7. Subject to availability and there being no additional cost to the Board, then the Association will have the right to use the Board facilities during the week for meeting purposes without charge.
8. The local association will have access at the employer's expense to use of the in-district mail system. The Burnaby Teachers' Association office shall be designated a route stop.

A.36. TROUBLESHOOTER

1. Where a difference arises between the parties relating 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, Allan Hope, Don Monroe, Vince Ready, 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 day of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
2. It is understood that if the parties mutually agree to the use of a troubleshooter, the costs will be shared equally. Moreover, the parties are not precluded from agreeing to be bound by the recommendations.

SECTION B: SALARIES AND BENEFITS

B.1. SALARY *[Provincial]*

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.

7. a. July 1, 2019 – June 30, 2020 Teachers' Salary Schedule

| Step | Cat 4 | Cat 5 | Cat 5+15 | Cat 5+21 | Cat 6 |
|------|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 47,836 | \$ 51,308 | \$ 55,095 | \$ 55,095 | \$ 56,425 |
| 1 | \$ 50,149 | \$ 54,270 | \$ 58,290 | \$ 58,505 | \$ 59,703 |
| 2 | \$ 52,464 | \$ 57,230 | \$ 61,485 | \$ 61,915 | \$ 62,979 |
| 3 | \$ 54,778 | \$ 60,192 | \$ 64,679 | \$ 65,325 | \$ 66,256 |
| 4 | \$ 57,091 | \$ 63,152 | \$ 67,875 | \$ 68,735 | \$ 69,533 |
| 5 | \$ 59,406 | \$ 66,113 | \$ 71,070 | \$ 72,145 | \$ 72,810 |
| 6 | \$ 61,721 | \$ 69,074 | \$ 74,264 | \$ 75,554 | \$ 76,087 |
| 7 | \$ 64,035 | \$ 72,035 | \$ 77,459 | \$ 78,965 | \$ 79,364 |
| 8 | \$ 66,349 | \$ 74,997 | \$ 80,653 | \$ 82,375 | \$ 82,641 |
| 9 | \$ 68,662 | \$ 77,958 | \$ 83,848 | \$ 85,785 | \$ 85,918 |
| 10 | \$ 73,107 | \$ 83,097 | \$ 89,260 | \$ 89,260 | \$ 91,425 |

ALLOWANCES

| | | | |
|------------------------------------|--------|-----------|-----------|
| Department Head - Small | 4.25% | Cat 5 max | \$ 3,532 |
| Department Head - Large | 8.50% | Cat 5 max | \$ 7,063 |
| Head Teacher | 8.50% | Cat 5 max | \$ 7,063 |
| Program Consultant | 8.50% | Cat 5 max | \$ 7,063 |
| Special Counsellor | 10.00% | Cat 5 max | \$ 8,310 |
| Coordinator | 15.00% | Cat 5 max | \$ 12,465 |
| Industrial First Aid | | | \$ 1,284 |
| Safety Oriented/Survival First Aid | | | \$ 449 |

b. July 1, 2020 – June 30, 2021 Teachers' Salary Schedule

| Step | Cat 4 | Cat 5 | Cat 5+15 | Cat 5+21 | Cat 6 |
|------|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 48,793 | \$ 52,334 | \$ 56,197 | \$ 56,197 | \$ 57,554 |
| 1 | \$ 51,152 | \$ 55,356 | \$ 59,456 | \$ 59,675 | \$ 60,897 |
| 2 | \$ 53,513 | \$ 58,375 | \$ 62,714 | \$ 63,153 | \$ 64,238 |
| 3 | \$ 55,874 | \$ 61,396 | \$ 65,973 | \$ 66,631 | \$ 67,581 |
| 4 | \$ 58,233 | \$ 64,415 | \$ 69,232 | \$ 70,109 | \$ 70,924 |
| 5 | \$ 60,594 | \$ 67,436 | \$ 72,491 | \$ 73,587 | \$ 74,266 |
| 6 | \$ 62,956 | \$ 70,456 | \$ 75,749 | \$ 77,066 | \$ 77,609 |
| 7 | \$ 65,315 | \$ 73,476 | \$ 79,008 | \$ 80,545 | \$ 80,951 |
| 8 | \$ 67,676 | \$ 76,496 | \$ 82,267 | \$ 84,023 | \$ 84,294 |
| 9 | \$ 70,036 | \$ 79,517 | \$ 85,525 | \$ 87,501 | \$ 87,636 |
| 10 | \$ 75,301 | \$ 85,590 | \$ 91,938 | \$ 91,938 | \$ 94,167 |

ALLOWANCES

| | | | |
|------------------------------------|--------|-----------|-----------|
| Department Head - Small | 4.25% | Cat 5 max | \$ 3,638 |
| Department Head - Large | 8.50% | Cat 5 max | \$ 7,275 |
| Head Teacher | 8.50% | Cat 5 max | \$ 7,275 |
| Program Consultant | 8.50% | Cat 5 max | \$ 7,275 |
| Special Counsellor | 10.00% | Cat 5 max | \$ 8,559 |
| Coordinator | 15.00% | Cat 5 max | \$ 12,839 |
| Industrial First Aid | | | \$ 1,310 |
| Safety Oriented/Survival First Aid | | | \$ 458 |

c. July 1, 2021 – June 30, 2022 Teachers' Salary Schedule

| Step | Cat 4 | Cat 5 | Cat 5+15 | Cat 5+21 | Cat 6 |
|------|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 49,769 | \$ 53,381 | \$ 57,321 | \$ 57,321 | \$ 58,705 |
| 1 | \$ 52,175 | \$ 56,463 | \$ 60,645 | \$ 60,869 | \$ 62,115 |
| 2 | \$ 54,583 | \$ 59,542 | \$ 63,969 | \$ 64,416 | \$ 65,523 |
| 3 | \$ 56,991 | \$ 62,624 | \$ 67,292 | \$ 67,964 | \$ 68,933 |
| 4 | \$ 59,398 | \$ 65,704 | \$ 70,617 | \$ 71,512 | \$ 72,343 |
| 5 | \$ 61,806 | \$ 68,784 | \$ 73,941 | \$ 75,059 | \$ 75,751 |
| 6 | \$ 64,215 | \$ 71,865 | \$ 77,264 | \$ 78,607 | \$ 79,161 |
| 7 | \$ 66,622 | \$ 74,946 | \$ 80,588 | \$ 82,156 | \$ 82,570 |
| 8 | \$ 69,029 | \$ 78,026 | \$ 83,912 | \$ 85,703 | \$ 85,980 |
| 9 | \$ 71,436 | \$ 81,107 | \$ 87,236 | \$ 89,251 | \$ 89,389 |
| 10 | \$ 76,807 | \$ 87,302 | \$ 93,777 | \$ 93,777 | \$ 96,051 |

ALLOWANCES

| | | | | |
|------------------------------------|--------|-----------|----|--------|
| Department Head - Small | 4.25% | Cat 5 max | \$ | 3,710 |
| Department Head - Large | 8.50% | Cat 5 max | \$ | 7,421 |
| Head Teacher | 8.50% | Cat 5 max | \$ | 7,421 |
| Program Consultant | 8.50% | Cat 5 max | \$ | 7,421 |
| Special Counsellor | 10.00% | Cat 5 max | \$ | 8,730 |
| Coordinator | 15.00% | Cat 5 max | \$ | 13,095 |
| Industrial First Aid | | | \$ | 1,336 |
| Safety Oriented/Survival First Aid | | | \$ | 467 |

B.2. TEACHER TEACHING ON CALL PAY AND BENEFITS [Provincial: Articles B.2.1. – B.2.6; Local: Article B.2.7.]

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
 - a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.
- 7.* Rates of Pay - Adult Education Teachers' Replacement (AETRS)
 - a. Adult Education Teacher Replacements replacing an Adult education teacher will be paid the hourly rate for their placement on the salary scale except they will be paid the applicable hourly rate on the PC scale when teaching an ESL class composed entirely of non-credit students.
 - b. The minimum call out for an Adult Education Teacher Replacement will be one (1) hour. An Adult Education Teacher Replacement who is called out and reports for an assignment may be reassigned and assigned other duties for all or part of the paid hour.

- c. Adult Education Teacher Replacements will be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided they pay the full cost of the benefit premiums.
- d. Adult Education Teacher Replacements will be paid an additional \$0.60 per hour in lieu of benefits.
- e. Clause c and d above will not apply to Adult Education Teacher Replacements who are in receipt of benefit coverage through alternate employment with School District 41 (Burnaby) or any other school district in British Columbia.
- f. The provisions of Article B.10 will apply to an Adult Education Teacher Replacement when replacing an adult education teacher who has an entitlement under that article.

B.3.* SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION
[Provincial]

1. The following shall apply to employees providing instruction in adult education programs in this district:

School District No. 41 (Burnaby) [added by Arbitrator J. Dorsey December 22, 2003]

Employees teaching Adult Education academic programs including High School Completion Program (General Education Development Program and Adult Graduation Diploma Program), Adult Basic Education Program, Adult English as a Second Language Program and Academic Transitional ESL Program in Adult and Continuing Education.

NOTE: The following school districts listed are also included in the Article B.3. They include: SD #6 (Rocky Mountain) (former SD #3 Kimberley); SD #36 (Surrey); SD #37 (Delta); SD #42 (Maple Ridge); SD #43 (Coquitlam); and SD #79 (Cowichan Valley)(former SD #66 Lake Cowichan).

2.
 - a. These employees shall be paid in accordance with their placement on the salary scale as determined by the provisions of this Collective Agreement in their respective districts.
 - b. Uncertificated employees shall be placed on the salary scale in accordance with the category and experience provisions of this Collective Agreement or, where such provisions are not found in this Collective Agreement, the practice in their respective districts as confirmed by the employer and the local.
 - c. Notwithstanding Articles B.3.2.a and B.3.2.b, where an hourly rate of pay in respect of a district produces a higher rate of pay than provided in Articles B.3.2.a and B.3.2.b, employees in that district who would benefit shall continue to be paid the higher rate until such time as the rate on the scale established by Articles B.3.2.a and B.3.2.b is higher. These employees shall not be entitled to further increment payments until that time but shall receive experience increment credit.

B.4. EI REBATE [Provincial]

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.

B.5. REGISTERED RETIREMENT SAVINGS PLAN [Provincial]

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.

B.6. SALARY INDEMNITY PLAN ALLOWANCE [Provincial]

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.

**B.7. REIMBURSEMENT FOR PERSONAL PROPERTY LOSS [Provincial:
Articles B.7.1. – B.7.2; Local: Article B.7.3.]**

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

Refer to Article B.46 Teachers' Property – Loss or Damage

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

3. There will be a joint Board/B.T.A. fund of \$1,000 contributed to equally by both parties. Each fall the fund will be jointly replenished as required up to the \$1,000 level. In the event that in any one year the \$1,000 fund proves to be insufficient then further contributions will be made by the Parties up to an additional \$2,000. This fund will be to cover teacher claims as a result of:
 - a. malicious damage to briefcases or reasonable personal apparel to a maximum of \$100;
or
 - b. theft of teacher property to a maximum of \$100 when reasonable care has been taken to ensure its safety and security.

Claims shall be paid when the above occurs during school hours or school related activities. Proof of purchase or value will be required. The fund will be administered by the Association with reports to Board officials.

B.8. OPTIONAL TWELVE-MONTH PAY PLAN [*Provincial*] (Refer to Appendix 3 for explanation)**

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.

10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

B.9.* PAY PERIODS [Provincial: Articles B.9.1. – B.9.3; Local: Articles B.9.4. – B.9.6.]

1. Where the Previous Collective Agreement does not provide for twice-monthly payments of annual salary, the following shall become and remain part of the Collective Agreement.
2. Except where an employee elects to receive payments over twelve months pursuant to Article B.8, an employee shall be paid their annual salary in twenty (20) twice-monthly payments from September to June. A mid month payment of not less than 40% of monthly salary shall be paid to each employee.
3. Where there is an alternate payment procedure for the month of December, such alternate payment procedure may continue, subject to the agreement of the employer and the local.
4. Except as provided in Article B.9.2 above, a teacher on a yearly contract shall be paid on the last working Friday of the month except during December and June in which case the payment will be made on the last working day. These payments are subject to circumstances beyond the control of the Board.
5. Teachers-teaching-on-call shall be paid on a biweekly basis.
- 6.* Adult Education teachers will be paid biweekly with a one(1) week holdback.

B.10. REIMBURSEMENT FOR MILEAGE AND INSURANCE [Provincial: Articles B.10.1 – B.10.4; Local: Article B.10.5.]

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

| | |
|------------------------|--------------|
| Effective July 1, 2019 | \$ 0.56 c/Km |
| Effective July 1, 2020 | \$ 0.57 c/Km |
| Effective July 1, 2021 | \$ 0.58 c/Km |

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. Note: Refer to Article B.10.5.a
4. Note: Refer to Article B.10.5.b
5. a. Teachers who are required to have business insurance for authorized School Board purposes and who drive less than 1600 km per school year for approved work purposes are automatically covered by a business insurance policy purchased by the Board.

- b. Teachers who are required to have business insurance for authorized School Board purposes and who reasonably expect to drive more than 1600 km per school year for those purposes should purchase business insurance and apply for reimbursement.
 - i. Application for reimbursement, with supporting documentation, should be made to the district's comptroller with the November or a subsequent month's mileage claim.
 - ii. Reimbursement will be made if the teacher has travelled more than 1600 km or if it is reasonably projected that the teacher will travel 1600 km or more during the school year.
 - iii. 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.

B.11.* BENEFITS [Provincial: Articles B.11.1 – B.11.4; Local: Articles B.11.5. – B.11.10; Blended: Article B.11.11.]

- 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.
- 5. The Board shall provide teachers with the appropriate forms for participation in the medical, dental, extended health and group life benefit plans, as applicable.

Subject to the terms and conditions of a plan, employees who do not wish to participate in the plan may opt out. It is noted, however, that the right to opt for subsequent coverage will be limited to the rules of the plan. Effective the date of ratification of this agreement, the Board will keep on file application or enrolment forms indicating the choice of teachers.

- 6. The Board shall continue its practice of providing each teacher and the B.T.A. with "Employee Salary and Benefits Statements" during November or earlier. This statement shall continue to provide at least the same information currently being provided.
- 7. It shall be general Board practice to provide an employment package to all new employees covered by this agreement, with information which includes a reference to the fact that those teachers engaged in less than half-time capacity may elect to contribute to the Teachers' Pension Plan through submission of a request to the Board, with a copy to the Commissioner of the Teachers' Pensions, that the pension contributions be deducted.

New employees who are not eligible for the Teachers' plan shall be offered the opportunity to enrol in the Municipal Superannuation Plan, subject to the rules of the Plan.

Note: Effective July 1, 2005, it shall be general Board practice to provide an employment package to all new employees covered by this agreement, including teachers-on-call. The package will include a reference to the Teachers' Pension Plan rules and payroll deduction of pension plan contributions.

8. The Board will provide the Association with a copy of the contract(s) between the Board and the benefit plan carrier(s). The Board will provide the Association with the costs of the benefit plans and will advise the Association as changes are made. [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2]
9. In cases of strikes and/or lockouts all employees enrolled in benefit plans shall continue to be covered subject to the terms and conditions of the plans without cost to the Board. Such cost will be borne by the Burnaby Teachers' Association and pro rated based on time not worked. In cases of strikes and/or lockouts teachers who are not at work shall be deemed to be on strike except for those on pre-approved leaves.

10.* LETTER OF UNDERSTANDING

RE: ARTICLE B.11 — PENSION PLAN — ADULT EDUCATION TEACHERS

It is agreed that adult education teachers who are currently enrolled in the Municipal Superannuation Plan shall have the option to transfer to the Teachers' Pension Plan if they are eligible for enrollment as outlined in the Regulations to the Teachers' Pension Plan.

Date: October 21, 2002

For the Board: M D Berardine

For the BTA: Patricia Jukes

For the BCPSEA: S A Harris

For the BCTF: Mavis Lowry

11. BENEFIT PREMIUM SHARING

- a.
 - i. The Board agrees to pay 80% of the monthly fee payable for Teachers' Dental Plan.
 - ii. It is agreed that teachers will be permitted to join the dental plan in the month following the month in which employment commenced subject to the terms and conditions of the plan. It is also agreed that premiums for all the plans will be deducted on the monthly cost basis with details to be worked out regarding the start date, summer coverage, etc.
 - iii. Plan "C" (orthodontics), as offered by the Dental carrier at 50% of \$5,000 lifetime maximum, will be included as part of the Dental Plan coverage. Effective July 1, 2015, Plan "C" (orthodontics) coverage is 75%.

NOTE: Teachers may find information regarding eligibility in the B.T.A. Staff Rep Manual.

- b. The Board agrees to pay 70% of the monthly fee payable for:
 - i. Basic medical coverage as provided by the Medical Services Plan of B.C.

- ii. Extended Health Benefit Plans as provided by the Provincial Extended Health Benefit Plan.
- iii. The B.C.T.F./B.C.S.T.A. Group Life Insurance Plan.

NOTE: Any premium contributed by an employee toward the total premium payable under this policy for insurance on the life of such employee shall be deemed by the employer to be applied first to the premium for the amount of their insurance (if any) in excess of \$25,000 and the balance (if any) of the employee's premium shall be deemed by the employer to be applied to the first \$25,000 of their insurance.

- c. The Board agrees to pay 60% of the fee payable for a mutually agreed upon EFAP (Employee and Family Assistance Plan).
- d. Subject to the terms and conditions of the plans, participation in all employee benefit plans is compulsory for all teachers employed on temporary or continuing contracts.
- e. All of the insurance provisions referred to in this clause shall be as more particularly described and set forth in the respective policies and plans. Any dispute over payment of benefits under such policies shall be adjusted between the employee and the insurer concerned but the School District will use its best efforts to adjust and settle any dispute.
- f. The Board agrees to pay the employer share of benefit premium costs for teachers who are on short-term S.I.P.

B.12. CATEGORY 5 [Provincial]

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.

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.

B.14. to B.20. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

B.21. SINGLE SALARY SCALE

The salary schedule in effect in Burnaby embodies the principle of the "Single Salary Scale" and provides remuneration for professional growth as the result of study beyond basic certification.

B.22. VERIFICATION OF SALARY CLASSIFICATION

Except as specified elsewhere in this agreement, the salary category of all teachers will be verified by the most recent evaluation of the Provincial Teachers' Qualification Service.

Any change which alters a classification placement which would otherwise have resulted prior to July 1, 1988 shall not be applicable unless agreed to by the Parties. A difference of opinion as to whether such a change has occurred may be referred to arbitration as provided for herein.

B.23. PLACEMENT ON SCHEDULE

1. Placement on the schedule is determined by:
 - a. certification;
 - b. years of teaching experience; and
 - c. extent of study beyond existing certification, in a recognized institute.

B.24. SCALE PLACEMENT ON APPOINTMENT

For purposes of placement, on appointment:

1. A step on the salary scale shall be allowed following submission of appropriate proof for:
 - a. each year of teaching experience as a certificated teacher in a public school in Canada, the Commonwealth, and the U.S.A or each year of teaching experience as a certified teacher in a district approved and accredited public or private school that delivers Canadian curriculum;
 - b. each year of teaching experience as a certificated teacher in a private school in Canada;
 - c. each year of teaching experience as a full time instructor, while a certificated teacher, in an accredited post secondary institution, to a maximum of three steps;
 - d. each year of experience in a BCTF Administrative Union staff position requiring a teaching certificate, to a maximum of 3 steps;
 - e. each two years of full time trade experience for any certificated Industrial Education, Business Education, Chef Training or other trade teacher, to a maximum of ten steps. A maximum of two steps will be granted for apprenticeship training. Evaluation of the above experience will be made at the time of appointment. Any doubtful situations will be referred to the Evaluation Committee.

Certificated teachers, other than those holding a professional certificate, shall have the right to claim one-half occupational experience in the subject area of their experience, such claims to be submitted to the Evaluation Committee. Final decision on such claims shall be submitted to the Board for approval;

- f. Notwithstanding any of the provisions contained in Article B.24.2.b, any applicant appointed on a temporary or continuing basis shall be permitted to include fragmentary teaching experience acquired in School District No. 41 (Burnaby), including day to day teacher-teaching-on-call assignments, subsequent to September, 1969 to qualify for scale placement in line with the provisions of Clause B.24.2.

2. A year's teaching experience means:
 - a. a minimum of eight months of full time employment during one school year;
 - b. the equivalent of eight months of full-time employment in one school year, comprised of one period of a minimum of five (5) consecutive months. Part-time employment must be at 0.1 F.T.E. or greater;
3. Where part-time employment is recognized as experience pursuant to Article B.24.2.b, all relevant part-time employment will be calculated and added together. The accumulated experience will then be pro-rated on the basis of ten (10) months of full time employment being equivalent to one year of teaching experience.
4. Teaching experience for the purpose of scale placement, not declared at the time of appointment, shall not carry experience credit. It is further agreed between the Association and the Board that all application forms for employment in School District No. 41 (Burnaby) shall contain a special notation drawing applicants' attention to this specific article.
5. Claims for certification and experience will be made and be evaluated at the time of appointment and shall be subject to validation, and any doubtful situations shall be referred to the Evaluation Committee. New appointees to the Burnaby teaching staff shall be informed that placement on the salary scale is subject to validation by the Evaluation Committee.
6.
 - a. The Board shall advise the teacher in writing of the documentation required to establish initial scale placement.

Each teacher shall submit all supporting documentation within two months of commencement of employment or within two months of receipt of notice of required documentation, whichever is later.

The teacher shall be responsible for advising the Board, in writing, if delays beyond the control of the teacher occur in obtaining the necessary documentation.
 - b. The Board shall not refuse a request for a reasonable extension of the time limits for reasons beyond the control of the teacher.
 - c. If documentation is not submitted within the permitted period noted in B.24.6.a. or within the reasonable extension in B.24.6.b., as applicable, then the teacher will be paid based on the documentation submitted. Subsequent supporting documentation which results in increased pay will be effective the beginning of the month in which the new documentation is submitted.
 - d. Upon request, a teacher will be advised of what documentation has or has not been received.
 - e. Failure to provide supporting documentation of a claim will result in a full recovery by the Board from the teacher.
 - f. The Board shall notify the teacher, in writing, of both the tentative and confirmed category and experience placement that has been assigned.

B.25. SALARY SCALE ADJUSTMENT

1. A teacher will apply for a salary scale adjustment due to improved certification (see H.27 Evaluation Committee) by writing to Human Resources advising of their eligibility and mailing or delivering it to:

The Secretary
Evaluation Committee
c/o Human Resources Department
5325 Kincaid Street
Burnaby, B.C. V5G 1W2
2. A teacher will be granted improved certification on September 1st if they advise the Committee, in writing, of the claim prior to October 31st and TQS confirms a recognition date no later than the September 1st date.
3. A teacher will be granted improved certification on January 1st if they advise the Committee, in writing, of the claim prior to January 31st and TQS confirms a recognition date no later than the January 1st date.
4. All other successful claims for improved certification will be effective the beginning of the month in which the teacher advises the Committee, in writing, of the claim or the confirmed TQS recognition date, whichever is later.

B.26. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

B.27. BEGINNING TEACHERS STARTING SALARIES

Beginning teachers hired after September 1, 1993 will be placed at Step 1 of the Grid and remain at that step for two years.

B.28. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

B.29. SC SCALE PLACEMENT

Any certificated Industrial Education, Business Education or Home Economics teacher with less than SC certification shall be placed on the SC scale. Incumbents shall receive increments providing their annual salary does not exceed the maximum established for the certification which they hold under this agreement, excluding experience granted for military and trade experience.

B.30. CATEGORY 5 + 21 (SB1) CLASSIFICATION

Effective January 1, 1961, a total of 21 units of university credit in excess of Category 5 Interim Certification will be required for Category 5 + 21 (SB1) classification. To be acceptable for this classification the courses must be numbered 300 or above applicable to teaching or in Education Courses below 300 must be in the subject of the teacher's normal program and require approval by the Evaluation Committee. Of the 21 units required, 12 of these units are to be post-graduate courses. Overall average in all the courses is to be at least a second class. Credits/units shall be equated in terms of U.B.C. Faculty of Education credits in the same ratio as determined by the Teacher Qualification Service.

B.31. APPLICATION OF CREDITS

1. In order that credits may be applied to this Agreement, some of them must have been obtained in the 5 years immediately preceding this agreement.
2. Where no courses have been taken during the five year interval preceding the period referred to in B.31.1. above, all credits obtained beyond certification prior to that year shall not be accepted for purposes of evaluation.
3. Credits for future courses will be added to credits assessed under B.31.1. and B.31.4.
4. Where an assortment of credits from various recognized institutions has been claimed, these shall be equated in terms of U.B.C. Faculty of Education credits in the same ratio as determined by the Teacher Qualification Service.

B.32. INCREMENTS

The Board shall allow credit for increment(s) to a teacher on:

1. approved leave for pregnancy/maternity, parental pursuant to Employment Standards Act, educational leave, B.T.A. President and Vice-President leave as outlined in clauses G.26.6, G.35.2, G.30.2, and G.31.2 respectively.
2. an approved leave with the B.C. Teachers' Federation, Canadian Teachers' Federation, World Confederation of Organizations of the Teaching Profession (W.C.O.T.P.), on secondment to the Ministry of Education, Department of National Defence for a teaching assignment, faculty of education, or pursuant to a recognized teacher exchange program.
3. paid sick leave.
4. leave of absence for professional growth as defined in E.27.2.
5. unpaid leaves not resulting in "staff form" action.

B.33.* INCREMENT DATES

The following will apply to increment dates:

1. Teachers will be entitled to an increment after ten full-time equivalent months of teaching experience obtained during school year period(s).
2. The increment date shall be the first of the month following the month in which the required teaching experience is achieved.
3. Teachers new to the district will commence their accumulation based upon the completed number of F.T.E. years of teaching.
4. No teacher shall advance more than one increment step from the temporary/continuing experience bank in a twelve month period. A teacher may advance more than one increment step in a twelve month period where they increment once from the temporary/continuing experience bank and once from the Article C.4 teacher teaching on call experience bank.

5. When a part time contract teacher supplements their contract with Teacher-teaching-on-call assignments and reasonably believes that the time requirement of 10 months of F.T.E. service has been reached, they shall contact the Board for verification of their next increment date. Unless a request has been made, the Board shall only calculate the combination of service prior to school opening in September.

6.* **ADULT EDUCATION**

- a. Adult education teachers will be entitled to increment credit after the completion of one thousand (1,000) hours of teaching experience.
- b. Certified adult education teachers new to the district will commence their accumulation based on the completed number of F.T.E. years of teaching.
- c. B.33.2 and B.33.5 will apply to adult education teachers, but B.33.1, B.33.3 and B.33.6 will not apply to adult education teachers.
- d. Adult Education Teacher Replacements who are placed on contract will commence their accumulation of teaching experience for an increment based upon the completed number of hours of work as an adult education teacher plus the number of hours worked as an Adult Education Teacher Replacement in Burnaby. Adult Education Teacher Replacement service accumulated in Burnaby shall be credited each time a new contract is signed.

B.34. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

B.35. FIRST AID DESIGNATES RATES OF PAY

1. A full time teacher, who is a qualified Industrial First Aid attendant and who has been designated by the Board as the on-site attendant for the school in accordance with the requirement of the Workers' Compensation Industrial First Aid Regulations, shall receive an allowance. (Refer to Article B.1)
2. A full time teacher who is a qualified Safety Oriented First Aid or Survival First Aid attendant and who has been designated by the Board as the on-site attendant for the school in accordance with the requirements of the Workers' Compensation First Aid Regulations shall receive an allowance. (Refer to Article B.1).

When training is required for full time teachers under B.36.1. or B.36.2., training costs will be borne by the Board.

Note: First Aid Attendants' allowances agreed to in this set of negotiations will take effect in the first month following ratification of a new Collective Agreement.

B.36.* POSITIONS OF SPECIAL RESPONSIBILITY

1. NEW POSITIONS

The Board, after consultation with the Association, shall prepare a new job description whenever a new Position of Special Responsibility is created or whenever the duties of any such position are changed or increased. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Association. Where allowances above scale are agreed upon, these allowances shall be retroactive to the time of the appointment to Position of Special Responsibility.

2. ELIMINATION OF POSITIONS

Existing Positions of Special Responsibility shall not be eliminated or changed without prior discussion with the Association.

3. JOB SPECIFICATIONS

- a. A committee composed of the Board and the Association shall meet at the request of either party to assess and establish specifications covering the duties, responsibilities, and working conditions connected with all Positions of Special Responsibility which exist under the provisions of the current collective salary agreement. Standard procedure bulletins shall be issued from time to time in order to implement the results of such studies.
- b. The parties agree that Positions of Special Responsibility established by the Board shall be in accord with the job specifications agreed upon with the Association.
- c. Copies of these job descriptions will be available in each school.

4. ALLOCATION OF SCHOOL-BASED LEADERSHIP

DEPARTMENT HEADS AND OTHER SECONDARY SCHOOL-BASED LEADERSHIP POSITIONS

- a. Subject areas that may be considered for the purpose of determining department head requirements include but are not limited to the following:

- ☐ Business Education
- ☐ English
- ☐ Home Economics
- ☐ Technology Education
- ☐ Languages
- ☐ Mathematics
- ☐ Physical Education
- ☐ Science
- ☐ Social Studies
- ☐ Special Education
- ☐ Visual and Performing Arts

- b. Other program areas that might be considered for school-based leadership positions when determining school/ district needs include but shall not be limited to the following:

- ☐ Advanced Placement
- ☐ Articulation Programs
- ☐ Community Relations
- ☐ Computer Education

- ☐ Counselling
- ☐ Gifted/Talented
- ☐ International Baccalaureate
- ☐ Intramural/Extramural Programs
- ☐ Library
- ☐ Pacific Rim
- ☐ Student Services

- c. The Association shall be advised of department head or other school-based leadership positions which are not specifically mentioned in B.36.4.a or b above.
- d. All members of each subject area and all members involved in the program areas in b. above in each school will be consulted as a group by the Principal as to whether or not that subject or program area requires a department head. The plan for the allocation of the school's leadership complement will be the subject of discussion by the staff committee prior to representation to the Superintendent.
- e. Notwithstanding the above, the Board retains the ability to create a specific supplementary appointment to a Position of Special Responsibility with unassigned time to meet targeted needs provided the Association is consulted in advance.

5. TENURE

- a. A department head position will normally be a three year appointment and will be reviewed yearly prior to renewal.
- b. A head teacher position will normally be a four year appointment and will be reviewed yearly prior to renewal.
- c. A program consultant position will normally be a three year appointment and will be reviewed yearly prior to renewal.
- d. It is recognized that where special circumstances exist, appointments to the above positions may be of a lesser tenure than those referred to above.

6. TIME ALLOCATION

- a. Department Head and other School-Based Leadership Positions
 - i. A minimum of five blocks (e.g. an average of 12.5% of instructional time) of teacher time will be allocated annually to each Secondary School for leadership and coordination activities of department heads.
 - ii. The distribution of the blocks of time within each school will be determined annually by a committee comprised of the Principal, the department heads and others holding school-based leadership positions. None of these persons will receive more than one block for these duties.
 - iii. An additional school allocation of teacher-teaching-on-call days to provide release time for department heads and others holding school-based leadership positions will be made by providing each school with a bank of teacher-teaching-on-call days. This will be allocated at

the rate of five days times the difference between the number of large department heads allocated to a school and five. (e.g. 8 department heads - 5 = 3 x 5 days = 15 teacher-teaching-on-call days.)

- iv. The distribution of this release time shall be determined by a committee comprised of the Principal, department heads, and others holding school-based leadership positions. Distribution of this time shall be limited to those department heads and others holding school-based leadership positions who received less than a full block of the time provided by a.ii.
- b. Head Teacher
 - i. Time to fulfill responsibilities and perform specific duties shall be allotted at a minimum of 4 hours per week.
 - ii. In the absence of the Principal for one day or more, a teacher-teaching-on-call will be provided if a teacher-teaching-on-call is available and a teacher-teaching-on-call has been requested by the Head Teacher.
 - iii. Additional scheduled time may be authorized by the Superintendent to meet special circumstances.

7. ALLOWANCES FOR SPECIAL CLASSIFICATIONS

The following special classifications shall be included as per this article:

- a. Department Head and other School-Based Leadership Positions
- Secondary Schools
 - Small Department or Program (fewer than five teacher equivalents*) 4.25% of Cat. 5 Maximum
 - Large Department or Program (five or more teacher equivalents*) 8.5% of Cat.5 Maximum
- b. Head Teachers 8.5% of Cat. 5 Maximum
- c. Program Consultants 8.5% of Cat. 5 Maximum
- d. Special Counsellors 10.0% of Cat. 5 Maximum
- e. Coordinators 15.0% of Cat. 5 Maximum

NOTE: Teacher equivalents - the sum of the fractions obtained when: the number of periods taught in a subject area is expressed as a fraction of the total number of periods taught by the teacher in the cycle.

If a school wishes to pursue an alternative plan for the allocation of Department Head allowances, a school may, through the Principal, submit to the Superintendent by May 1, a plan for variation of the number, form and allowances for persons in positions of leadership. Such an organizational plan, if approved, shall then constitute the alternative for a term of one year to the manner of calculating allowances.

8.* ADULT EDUCATION

- a. The provisions of B.36.1 to B.36.3 will apply to Positions of Special Responsibility in Adult Education programs created after December 1, 2003.
- b. The provisions of B.36.4 to B.36.7 will not apply to positions of special responsibility in Adult Education programs.

B.37. A DAY'S PAY**

1. A day's pay shall be defined as 1/200th of the current annual salary.
2. A teacher shall be paid 1/10th of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
3. The rate of deduction for a day without pay shall be a day's pay for the teacher except as specifically provided for below:
 - a. In the event that a teacher commences contract work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month only shall be the days worked in proportion to the number of prescribed work days for that month times the monthly salary.
 - b. In the event that a contract teacher is on unpaid leave of absence for more than fifteen consecutive scheduled teaching days, the formula for payment for the months affected shall be in proportion to the number of prescribed work days in the month(s) affected times the salary for the month(s).

B.38. ADDITIONAL DUTY DAYS**

Any teacher who is requested and agrees to be present at school outside of those prescribed school days as listed in the annual school calendar, shall receive at the discretion of the teacher, 1/200 of their annual salary for each full additional day on duty, minimum one-half day, or bank one day in lieu for each additional duty day worked to be taken as time off on a day in that school year which is mutually agreed to by the teacher and the school Principal. A teacher's choice of a particular day in lieu will not be unreasonably denied.

Note: In reaching mutual agreement on a day off in lieu the parties agree that the teacher and the Principal will be flexible, but that the final decision remains subject to operational needs.

Examples of an operational need are:

- i. *Teachers or counsellors who are required to be at the school on a specific day for a specific school function.*
- ii. *If a TTOC is required and there are no TTOC's available.*

B.39.* PROFESSIONAL DEVELOPMENT DAYS - RATES OF PAY

1. DISTRICT DAY - PART-TIME TEACHERS
 - a. A part-time teacher who is regularly employed at least one calendar month prior to the District Professional Development Day will receive 1/200 of their regular scale placement for that day. Such part-time teacher may apply for and receive pay for attendance at the District Professional Development Day.

Written application must be made to Human Resources within two weeks of the event.
 - b. Payment shall be made in the following manner. When a teacher does not normally work on the District Pro-D Day, they shall receive 1/200 of their regular scale placement. When a teacher is regularly employed for a percentage of the District Pro-D Day they shall receive

an additional payment to cover the difference between their normal working time for that day and 1/200 of their regular scale placement.

2. When a part-time teacher is not scheduled to work on a school-based non-instructional day, attendance shall be voluntary.
3. DISTRICT DAY – TEACHERS-TEACHING-ON-CALL
 - a. A teacher-teaching-on-call who has been employed on fifteen out of the thirty school days prior to the District Professional Development Day or who has taught ten consecutive teaching days prior to the Professional Development Day may apply for and receive pay for attendance at same. The teacher-teaching-on-call will receive the greater of:
 - i. If being paid the scale rate the working day prior to the District Professional Development Day, the teacher will receive pay as if it were a school day based on the assignment, or
 - ii. The applicable rate of pay for the teacher-teaching-on-call will be equal to the average of the best fifteen days taught by the teacher in the thirty school days prior to the District Professional Development Day.
 - iii. Written application must be made to Human Resources within two weeks of the event.
- 4.* DISTRICT DAY – ADULT EDUCATION TEACHERS
 - a. An adult education teacher who is regularly employed at least one calendar month prior to the District Professional Development Day may apply for and receive pay for attendance at the District Professional Development Day.

Written application must be made to Human Resources within two weeks of the event.
 - b. Payment shall be made in the following manner: When a teacher does not normally work on the District Pro-D Day, they shall receive pay at their normal hourly rate for the hours in attendance at professional development activities. When a teacher is regularly employed for a percentage of the District Pro-D Day they shall receive an additional payment at their normal hourly rate to cover the difference between their normal working time for that day and the hours in attendance at professional development activities.
 - c. When an adult education teacher is not scheduled to work on the District Pro-D Day attendance shall be voluntary.

B.40. to B.45. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

B.46. TEACHERS' PROPERTY – LOSS OR DAMAGE

1. The Board shall repair to at least the previous state, replace with an article of at least equal value and quality or make compensation to a member of the Association who suffers loss or damage to equipment or teaching aids brought to school by said members for use in teaching duties provided that:
 - a. Each article in question has been registered by serial number or otherwise with the Principal at the beginning of the period of time that it is kept in the school.
 - b. A realistic estimate of the value of each article is recorded with the registration.

- c. The loss or damage is not the result of negligence on the part of the teacher claiming compensation.
- d. The Principal retains the right to decline to register an article, following discussion with the teacher and taking into consideration the nature and actual value of the article and its value to the program.

NOTE: Refer to Article B.7 for vehicle damage coverage.

2. BETWEEN THE BOARD OF EDUCATION of S.D. NO. 41 (BURNABY) AND THE BURNABY TEACHERS' ASSOCIATION

- a. The Board agrees to work toward providing the following in each school:
 - i. locking cupboards or cabinets for the storage of a teacher's personal property in that teacher's primary work area, and
 - ii. similar locking facilities in the office or staff room for the personal property of teachers-teaching-on-call.
- b. To meet this need, the Board and the B.T.A. agree to the following:
 - i. to jointly survey schools to determine the extent of the need for additional locked storage for personal property, and
 - ii. to establish a plan to meet such needs over a reasonable period of time to be agreed upon by both parties.

Signed this 26th day of November, 1992.

On Behalf of
The Board of School Trustees
Of School District No. 41(Burnaby)

George Miller
M.D. Berardine

On Behalf of
The Burnaby Teachers'
Association

Peter Agg
Richard Hoover

B.47. to B.49. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

B.50.* NON-CERTIFIED ADULT EDUCATION TEACHER SALARY DETERMINATION

- 1. Except as provided in Article B.3.2.a, a teacher who is teaching Adult Education and does not hold a British Columbia Teaching Certificate or a letter of permission shall be paid in accordance with the following:

| Salary Category | Qualification |
|-----------------|--|
| SC | No University Degree |
| Cat. 4 | Bachelor's Degree – Adjudicated by TQS |
| Cat. 5 | Bachelor's Degree plus Adult Education Diploma, ESL Certificate, or Master's Degree – Adjudicated by TQS |
| Cat. 5+ 15 | Adjudicated by TQS |
| Cat. 5+ 21 | Adjudicated by Joint Evaluation Committee |
| Cat. 6 | Master's Degree plus Adult Education Diploma – Adjudicated by TQS |

All qualifications must be equivalent to UBC. The Evaluation Committee will assess equivalencies.

2. Notwithstanding the provisions of Article B 21., Article B.23., and Article B.5., Adult Education teachers teaching an ESL class composed entirely of non-credit students will be paid on the PC scale for teaching that class.
3. The annual salary of an Adult Education teacher shall be based on the provisions of Article B.3.2.
4. The initial placement of a teacher on the scale in Article B.3. will be made by the Human Resources Department. Teachers must present documentation acceptable to the Board to confirm their qualifications and experience prior to placement on the scale.
5. A newly hired teacher will be paid at the minimum salary placement until acceptable proof of qualifications and experience have been submitted to the Board.
6. A teacher may appeal the Board's decision on placement to the Evaluation Committee. The committee will be expanded by one (1) representative of the Board and one (1) representative of the Union for reviews of placement under this clause.
7. Where proof of qualifications is submitted prior to December 31, payment will be effective September 1; if submitted between January 1 and June 30, payment will be effective January 1.
8. TEACHING EXPERIENCE:
 - a. A teacher who is teaching Adult Education and does not hold a British Columbia teaching certificate or a letter of permission will be given credit for adult education teaching experience in the service of the Board only.
 - b. Experience credit will be accrued in accordance with the provisions of Article B.33.7.

SECTION C: EMPLOYMENT RIGHTS

C.1. RESIGNATION [Provincial]

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

C.2.* SENIORITY [Provincial: Articles C.2.1. – C.2.6; Local: Articles C.2.7. – C.2.16.]

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 teacher teaching on call 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.

NOTE: Please refer to Article C.28.1 for details on how Burnaby School District calculates TTOC days worked for purposes of determining a seniority date.

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.

6. Intentionally left blank for numbering purposes.

7. SENIORITY/SEVERANCE

a. APPLICATION

This article shall apply only to teachers on continuing contracts.

b. PRINCIPLE OF SECURITY

The Board and Association agree that increased length of service in the employment of the Board entitles continuing contract teachers to commensurate increase in security of teaching employment.

c. DEFINITION OF SECURITY

i) In this article "seniority" means a teacher's aggregate length of service in the employment of the Board, inclusive of service under temporary employment, part time teaching and teacher-teaching-on-call that earns the teacher an increment. For the purposes of calculating length of service, part time teaching greater than .5 full time equivalence (F.T.E.) shall be credited as a full year of service and part time teaching at .5 F.T.E. or less shall be credited as a half year of service.

ii) In addition to the provisions of Article C.2.7.c.i, the seniority for a teacher on a continuing contract shall include:

a. Teacher-teaching-on-call seniority accumulated pursuant to PCA Article C.2.3; and

b. 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.

- iii) When the seniority of two or more continuing contract teachers is equal pursuant to paragraph C.2.7.c.i and ii, the teacher with the greatest unbroken length of service with the Board counting back from the seniority calculation date shall be deemed to have the greatest seniority. Teachers who resign subsequent to the date of signing this Agreement pursuant to Article G.26, or teachers who are terminated due to C.2.9, Reduction in Force, and recalled pursuant to C.2.10, will be considered, for the purpose of this sub-section, as having unbroken length of service throughout the termination period but will not accumulate length of service during such period.
- iv) When the seniority of two or more continuing contract teachers is equal pursuant to Article C.2.7.c.iii, the teacher with the greatest number of verified days of teacher-teaching-on-call with the Board prior to appointment shall be deemed to have the greatest seniority.
- v) When the seniority of two or more continuing contract teachers is equal pursuant to Article C.2.7.c.iv, the teacher with the greatest verified aggregate length of contract service (pro-rated) with another school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.
- vi) When the seniority of two or more continuing contract teachers is equal pursuant to Article C.2.7.c.v, the teacher with the earliest application for successful employment with the Board shall be deemed to have the greatest seniority.
- vii) For the purposes of this Article, leaves of absence in excess of one complete calendar month shall not count toward aggregate length of service with the Board, except:
 - a. an approved parenthood/maternity leave of absence pursuant to the Board/B.T.A. Collective Agreement,
 - b. the teacher is on approved leave as President or Vice-President of the B.T.A., or when on approved leave with the British Columbia Teachers' Federation,
 - c. the teacher is on secondment to the Ministry of Education, a faculty of education, or pursuant to a recognized teacher exchange program,
 - d. the teacher is on an approved long term sick leave for a period of up to one year or a longer period when approved by the Board,
 - e. the teacher is on approved leave for teaching with the Department of National Defence or Canadian University Service Overseas,
 - f.
 - (1) paid educational leave
 - (2) unpaid leave to pursue a full-time course of study related to teaching
 - (3) unpaid leave to pursue full-time job experience which is a pre-requisite for teaching
 - (4) a combination of (2) and (3) above, or

- g. the teacher is on approved leave of deferred salary leave of absence equivalent to at least a .5 assignment pursuant to the Board-BTA Collective Agreement.
- h. compassionate care leave (Article G.2)

8. DEFINITION OF QUALIFICATIONS

In this agreement necessary qualifications in respect of a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and one (1) or more of the following:

- a. a university teaching major, or its equivalent, directly related to the teaching position, or
- b. at least one (1) full time equivalent year of successful teaching experience in the position or in a similar position, or
- c. a reasonable expectation based on a teacher's skills, abilities, professional development and overall classroom teaching experience that the teacher will be able to perform the duties of the position (such duties to be determined by the Board) in a successful manner.

d. *QUALIFICATIONS FOR ADULT EDUCATORS

- i. Notwithstanding the requirements in clause a. above, for an Adult Education teacher or prospective Adult Education teacher possessing the necessary qualifications, a BC Teaching Certificate may not be considered a condition of employment for all courses.

ii. LETTER OF UNDERSTANDING

The parties agree that there is some ambiguity as to the application of Section 19 of the *School Act* to Adult Education programs.

In the event that the Board changes its current practice with respect to Certification for adult educators, because of:

- Changing student demographics,
- Or a change to *The Act*,
- Or a change to the administration or interpretation of *The Act*,
- Or any other reason,

the Board will reassign affected adult educators to available alternate Adult Education positions for which they are qualified, or for which they become qualified, in a manner consistent with the provisions of Article C.2.7. Should an educator be granted a Letter of Permission, the educator shall not be reassigned pursuant to this Letter of Understanding.

Date of Signing: September 29, 2003

For the BTA: Julia Goulden

For the Board: M D Berardine

For the BCTF: Brian Porter

For the BCPSEA: S A Harris

9. REDUCTION IN FORCE

- a. For purposes of this Article “termination” and “reduction in total numbers” include the termination of teachers on continuing contract other than for just and proper cause for disciplinary reasons.
- b. When the Board determines that for bona fide educational or budgetary reasons it is necessary to reduce the total number of continuing contract teachers employed by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions established by the Board. The Board shall give each continuing contract teacher it intends to terminate pursuant to this article 30 days notice in writing. The notice will contain the reason for termination and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association.
 - i. In the case of K to 12 teachers, the notice shall take effect at the end of the term unless notice is given between June 1 and June 30, in which case it shall take effect at the end of September.
 - ii.* In the case of adult education teachers, the notice period shall be thirty (30) days and the effective date of termination shall be at the end of the notice period and not at the end of the school term.

10. TEACHER'S RIGHT OF RE-ENGAGEMENT

- a. For the purpose of this Article, “school term” shall be defined as:
 - i. from the beginning of school in September to December 31, or
 - ii. from the beginning of school in January to June 30, or
 - iii. “half year” semestered positions, or
 - iv. any five consecutive month period or more of teaching time in a school year.
 - v.* for purposes of Adult Education, “term” shall mean the period of time linked to the assignment.

For the purposes of clarity, periods referred to above relate to time the teacher is on site.
- b. When the Board establishes that a teaching position is available for a school term or longer, the Board shall, notwithstanding any other condition of this Agreement first offer re-engagement to the teacher who is most senior amongst those terminated pursuant to this Article, provided that the teacher possesses the necessary qualifications for that position as defined in C.2.8. 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 with the necessary qualifications who have had their appointments terminated pursuant to this Article.
- c. It shall be the responsibility of each teacher to keep the Board informed of their current address.

- d. A teacher who is offered re-engagement pursuant to paragraph C.2.10.b, shall inform the Board whether or not the offer is accepted within one week of the receipt of such offer. The offer shall be considered received when verbally communicated or after seven calendar days subsequent to the mailing of a written offer.
- e. The Board shall allow ten calendar days from an acceptance of an offer under paragraph C.2.10.d, for a continuing contract 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.
- f. Upon re-engagement, a teacher shall be entitled to a continuing contract appointment to the teaching staff of the District.
- g. A teacher's right to re-engagement under this Article is lost if:
 - i. the teacher refuses to accept two positions for which they possess the necessary qualifications; or
 - ii. thirty-nine months elapsed from the date of termination under this Article and the teacher has not been re-engaged; or
 - iii. severance pay is claimed as per the Employment Standards Act; or
 - iv. the teacher continues into the next school term on a continuing contract appointment in another school district once offered the right to re-engagement under this Article.
- h. Pending the return of a teacher under this Article, the Board may utilize temporary teachers or teachers-teaching-on-call to meet the needs of the established position.

11. SENIORITY LIST

The Board shall by November 15 of each year forward to the Association a list of all continuing contract teachers employed by the Board in order of seniority calculated according to C.2.7.c, setting out the length of seniority as at September 1st of that year. The Board shall also, by November 15 of each year, forward to the Association a list of all teachers-teaching-on-call (TTOC) employed by the Board in order of seniority calculated according to days of service as outlined in Article C.2 [Provincial], setting out the length of seniority as at September 1st of that year. It is agreed that seniority lists shall be compiled and verified as follows:

- a. The B.T.A. or any teacher will have 30 days to challenge the list and, if not challenged, will be deemed accurate, until a new list is compiled.
- b. There will be no liability on the part of the Board for relying on a list that was not challenged within the aforementioned time periods.
- c.* ADULT EDUCATION TEACHERS
For the purposes of this Agreement, the Board shall maintain a separate seniority list for adult education teachers.

12. RE-ENGAGEMENT LIST

The Board shall maintain a re-engagement list in accordance with C.2.10. Copies of that list will be sent to each person on that list and the Association at least once during the Fall and once during the Spring term each year.

13. SICK LEAVE

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

14. BENEFITS

A teacher who retains right of re-engagement pursuant to C.2.10, shall be entitled if otherwise eligible and if not covered by another comparable plan to maintain participation in all benefits provided in the Collective Agreement. Payment of the full cost of such benefits will be made by the teacher.

15. SEVERANCE PAY

a. A teacher on a continuing contract who has one or more years of full time equivalent length of service, which includes temporary contract employment, and who is terminated, save and except a teacher who is terminated or dismissed for disciplinary reasons may elect to receive severance pay within thirty-nine months following termination.

b. Severance pay shall be calculated at the rate of five per cent times the number of full time equivalent paid years of contract service up to a maximum of two years' salary. The percentage payment will be based on what the teacher is earning (or would earn if the teacher is presently part time) as a full time teacher based on the teacher salary grid in place when the termination notice takes effect (including retroactive salary adjustments).

c. A teacher who receives severance pay pursuant to this Article and who is subsequently re-hired by the Board, shall be entitled to retain all, or any portion of, the severance award; however, those years of service used to generate the severance pay retained by the teacher may not be used for determining severance pay at the time of any subsequent termination of employment.

d.* ADULT EDUCATION TEACHERS

i. This clause shall not be applicable to adult education teachers who are laid off prior to September 30, 2004.

ii. Notwithstanding the provisions of C.2.7, service calculation for the purpose of severance shall be done on the basis of aggregate contracted hours, and severance shall be paid at the 1.0 salary of the adult education teacher at the time of layoff.

Years of Service (pursuant to C.2.7.c) x FTE Salary (at layoff date) x 5%

Formula

Step 1 Aggregate hours of employment converted to years of service based on 1000 hours equal to one (1) year.

Step 2 Years of Service(x)full-time scale placement at date of layoff(x)5% = Severance Payment (up to a maximum of two (2) years salary)

Example: (Using April 1, 2000 grid)

2200 contracted hours = 2.2 years of service
 2.2 years x Category 5 Step 8 x .05
 2.2 years x \$53,172 x .05 = \$5,849

16. APPEAL

- a. An Appeal Committee will be established that will represent both the Board and the Association and the Committee will be composed of two members representing the Board and two members representing the Association.
- b. Should a difference arise between the parties as to the interpretation and application of the provisions of this agreement or where an employee has a grievance on the grounds of reasonableness and good faith, then the Association or in the case of an individual grievance, the Association (if it wished to pursue the grievance) upon the request of an employee, must refer the matter to the Appeal Committee within seven (7) calendar days of the date on which the action or circumstances giving rise to the difference first became known to the teacher and the Association.
- c. When a matter is referred to the Appeal Committee, a meeting of the Committee shall take place within five days of the receipt of a written request by either party to meet. The majority decision of this Committee shall be final and binding.
- d. Should a resolution of the difference referred to the Appeal Committee not take place within seven days of the first meeting of that Committee regarding the difference to be resolved, the matter must be referred within a further seven days to a mutually acceptable arbitrator or a Board of Arbitration. The arbitration shall be concluded within thirty days from the appointment of the arbitrator or Board of Arbitration and shall be final and binding upon both Parties.
- e. The cost of the Arbitration Board pursuant to C.2.16.d, other than for the cost of each party's nominee, shall be shared equally by the Parties.

NOTE: The provisions of this article supersede and replace all previous provisions which are inferior to this article.

C.3. EVALUATION [Provincial]

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.

C.4. TTOC EMPLOYMENT [Provincial]

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.

C.5. to C.20. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

C.21. EMPLOYMENT ON CONTINUING CONTRACT**

1. All appointments to teaching positions will be as per this Collective Agreement provided they are not inconsistent with the School Act, Regulations, or Minister's Orders.
 - a. Subject to the provisions of this Agreement, a continuing contract appointment is ongoing and has no specified end date.
 - b. A temporary contract appointment is one of a limited duration of at least twenty working days during a school year.
2. Temporary contract teachers who complete a one-year contract at full time or two F.T.E. years of temporary contract teaching in Burnaby within the previous four years, shall be given a continuing contract.
3. The Board will recognize those full-time temporary contract appointments that begin at any time during the month of September and continue to the end of the school year as constituting a one-year contract in Section C.21.2 above.

C.22.* PART-TIME TEACHERS

1. PART-TIME K-12 TEACHERS

A teacher on a continuing appointment is normally on a full-time assignment, but a teacher seeking an assignment of less than full-time as in C.22.1.c and C.22.1.e below, shall submit the "Request for Assignment" form to the Superintendent's Office. Individuals' part-time applications may be submitted in combination. The parties agree that the following shall apply:

- a. Part-time teachers shall be placed on the salary scale on the same basis as full-time teachers. Part-time teachers shall be paid a salary on a pro-rata basis to that of a full-time teacher.
- b. The Board's contribution toward the premium costs of those fringe benefits to which part-time teachers are entitled will be pro-rated on the amount the Board would pay on behalf of a full-time teacher. Sick leave benefits shall also be granted pro-rata. Since part-time teachers are paid on a pro-rata basis, they are automatically compensated for statutory holidays and annual vacations in the payment they receive.

c. DEFINITION

A part-time teacher is a teacher, other than a teacher-teaching-on-call, whose assignment is as follows:

- i. All day for part of the school year, or
- ii. All day not each day each week, or

- iii. Part of each day, or
- iv. Part of a day not each day of the week.

d. **JOB SHARING**

Job sharing shall refer to two employees who elect to share one full-time position and who meet the criteria for effective job sharing as established and made available by the Board.

- i. The position shall be shared in accordance with Article C.22.1.c. All job sharing assignments will be for a term of one school year.
- ii. All provisions for part-time teachers shall apply to employees who job share.
- iii. Applications for all job sharing partnerships for the following school year shall be submitted to Human Resources by March 31 each year.
- iv. A response, based on the established criteria, to the acceptability of a job sharing application shall be communicated to the applicants prior to the first year end posting in April.
- v. When an application to renew a job sharing partnership is accepted, the team may elect to retain its position, subject to Board approval.
- vi. A new job sharing team may elect to share a position held by one member of the team, subject to Board approval, or may apply for posted positions as outlined in Article C.25 of the Collective Agreement.
- vii. When a job-sharing partnership is dissolved, the full time position shall be posted during the year end postings.

e. **TENURE**

- i. Part-time teachers employed on a temporary contract shall be hired for a stated period of time.
- ii. Teachers on continuing appointments retain the right to return to full-time status upon the completion of an assignment of less than full-time.

f. **GENERAL**

- i. A teacher on a continuing appointment may be assigned for a specific period to a position on a part-time basis provided that there is prior agreement between the teacher and the Superintendent with respect to the proportion of time to be worked, the nature of the assignment, and the length of time for which the assignment is in effect. These details may only be changed during the period of the assignment by mutual agreement of the teacher and the Superintendent.
- ii. At the end of the specified period the teacher reverts to a full-time assignment unless a new part-time assignment has been applied for and agreed upon.

2.* PART-TIME ADULT EDUCATION TEACHERS

a. REQUEST TO REDUCE ASSIGNMENTS

- i. An adult education teacher with a continuing appointment may request a reduced assignment up to twelve (12) calendar months. Such request shall be considered in light of the needs of the Board but will not be unreasonably denied.
- ii. The adult education teacher who receives the reduced assignment shall revert to the previous FTE appointment level at the completion of the approved period.
- iii. Any unassigned programs or courses that may result from this provision shall be considered "term" pursuant to C.29.2.h and shall be filled pursuant to C.29.5.

b. Part-time adult education teachers shall be placed on the salary scale on the same basis as their full-time counterparts. They shall be paid on a pro-rata basis to full-time.

c. The Board's contribution toward the premium costs of those fringe benefits to which part-time teachers are entitled will be pro-rated on the amount the Board would pay on behalf of a full-time teacher. Sick leave benefits will also be granted pro-rata. Since part-time teachers are paid on a pro-rata basis, their compensation includes pay for statutory holidays and annual vacation.

d. An Adult Education teacher whose appointment is less than full-time, and who has less than full-time K-12 appointment, will combine the FTE of both positions to achieve a lesser proration of the premium required under Clause C.22.2.c above, not to exceed 1.0 FTE.

C.23.* TEACHERS-TEACHING-ON-CALL/ADULT EDUCATION TEACHER REPLACEMENTS

1. TEACHERS-TEACHING-ON-CALL — K-12

a. At the request of either party a committee composed of nominees of the Board and the Association shall be established to study the utilization of teacher-teaching-on-call staff, and from time to time standard procedure bulletins will be issued to give effect to such studies.

b. It will be general practice that teachers-teaching-on-call are provided with the following at the District level: Membership information and applications for Burnaby Teachers' Association and the B.C. Teachers' Federation as supplied by the B.T.A.; a map of Burnaby school locations; the starting time of Burnaby schools; and other basic information applicable to Burnaby schools.

c. When practical, teachers-teaching-on-call will receive the following at the school level - a brief outline of school procedures (eg. fire drills, attendance procedures, noon-time hours and activities, other school activities, information about day books and previews, names of Principal, Vice-Principal, Department Head and other resource people).

d. TEACHER-TEACHING-ON-CALL LIST

- i. The Board shall maintain a list of persons who are qualified and have been placed on the list of teachers-teaching-on-call. The Board shall forward a copy of such a list to the Association in the month of September, and notify the Association regularly as changes are made.

- ii. A teacher-teaching-on-call will not be removed from the list of teacher-teaching-on-call unless the teacher-teaching-on-call was regularly unavailable for work, or there is just cause. Just cause will recognize the often fragmentary and short term nature of teacher-teaching-on-call service.

e. TEMPORARY CONTRACTS

- i. Once the Board has reasonable expectation that a teacher will be absent for a subsequent period of twenty working days or more, the vacancy shall be filled by an appointment to a temporary contract.
- ii. A teacher-teaching-on-call who replaces an absent teacher and completes at least a complete calendar month of employment on the same assignment shall be granted a temporary contract retroactively upon completion of the full calendar month of work. Applicable benefits and entitlements will be effective from that date, save and except for sick leave credits and experience credits which will be applied retroactively to the date on which the teacher began the assignment.

2.* ADULT EDUCATION TEACHER REPLACEMENTS (AETR)

Effective September 2002, the Board and the Local will jointly develop and maintain a list of approved replacements for adult educators. This list will include information as to the courses and/or programs for which each replacement is qualified and shall be updated on an annual basis.

- a. When an adult educator is absent from class under normal circumstances,
 - i. the educator will call out a replacement who is on the approved list and is qualified for the assignment; or
 - ii. the class will be cancelled and rescheduled.
- b. When circumstances do not permit the adult education teacher to call a replacement, the teacher shall call the site supervisor who shall make arrangements for a replacement or for the class to be cancelled and rescheduled.
- c. When it is anticipated that the educator will be absent for more than one day, the Board must be notified so that appropriate arrangements can be made.
- d. The AETR shall be paid on an hourly basis according to the assignment.
- e. The hourly rate shall be at the rate established for that assignment.

C.24.* TEACHER ASSIGNMENTS

It is mutually agreed between the parties that the timetable can markedly affect the learning situation in a school. The Board shall make reasonable efforts to ensure that the best possible timetable is provided for every school.

1. GENERAL

- a. Bearing in mind the objective of ensuring the best learning situation for the school district, the Parties agree that the assignment of teachers should be done with the following factors in mind:
 - i. the teacher's training and experience and/or preference, both in terms of the fields of specialization and grade levels.
 - ii. whether the teacher is a beginning teacher.
 - iii. whether the teacher was newly transferred.
 - iv. the teacher's request to transfer, consistent with the interests of the district's educational objectives.
 - v. teacher workload, including travel time in assignments involving more than one school.
 - vi. other relevant factors affecting the appropriateness of a teacher's assignment in relation to the district's educational objectives.
- b. A staff meeting shall be held prior to May 15 for the purpose of discussing the school organization for the next school year.
- c. The Board shall make reasonable efforts to inform teachers of their assignments for the next school year by June 15. In the event that a teacher's assignment changes after June 15, the administrator shall make reasonable efforts to contact that teacher in a timely manner.

2. BEGINNING TEACHERS

It is mutually agreed between the parties that it is in the best interests of the learning situation to maintain a program of recruitment designed to ensure a competent and balanced teaching staff. To this end, in the assignment of beginning teachers particular consideration shall be given to such items as:

- a. Teacher training,
- b. Number of course preparations,
- c. Class composition or class size, and
- d. Teaching locations.

3. PROVINCIAL RESOURCE CENTRES

- a. Prior to assuming an assignment at a Provincial Resource Centre, a teacher may request and receive an opportunity for an on-site interview and be provided with information which helps acquaint the teacher with the nature of the assignment.

- b. Except for positions of special responsibility and bona fide positions existing temporarily, teaching positions in the Provincial Resource Centres shall not be of a specified duration.

4.* ADULT EDUCATION

- a. To ensure the best learning situation for the learner and the school district, the Parties agree that the assignment of educators should be done bearing in mind the training, experience and preference of the educator, and any other relevant factors affecting the appropriateness of an assignment in relation to the district's educational and operational objectives.
- b. Staff meetings shall be held in June of each school year at the various adult education sites or at an alternate site, for the purpose of discussing plans for adult education programs in the following year.
- c. The Board shall make reasonable efforts to inform educators of their next assignments three (3) weeks prior to the commencement of that assignment if known.

C.25. K-12 — POSTING AND FILLING POSITIONS (Refer to “It’s Posting Time Again” a BBE/BTA Joint Document)**

1. YEAR END POSTINGS

- a. A list of all known contract teaching opportunities available for the next school year will be posted in each school in accordance with “It’s Posting Time Again”. This list shall include, but not be limited to, opportunities which result from confirmed teacher resignations, retirements, transfers, leaves of absence, new teaching opportunities, and shall include temporary contract opportunities held by teachers employed on temporary contracts.
- b. It is recognized that new contract opportunities may arise and have to be met after June 30th. Positions identified after the last posting in June and in July and August shall be posted by the District once they become known. All applicants will be advised that their applications have been received and will be considered.

2. MID YEAR POSTINGS

- a. Mid term vacancies, including positions of special responsibility, which become available prior to the commencement of Spring Break and which continue until the end of the school year, shall be posted and distributed by the Board for the information of staff.
- b. When filling such vacancies consideration will be given to all applicant teachers considered qualified for the position.
- c. Positions expected to be available for a month or more which become vacant during the school year will normally be filled by temporary contract appointments.
- d. When filling vacancies arising from C.25.2.a above, Continuing Contract teachers will be given consideration subject to C.25.4.a and the potential impact of disruption to students' program(s) caused by mid year change(s) in assignment(s). It is acknowledged that interviews may not always be possible.
- e. In the event that a continuing contract teacher is assigned to a vacancy which occurs during the school year and the position continues for the following school year then the position will be posted as a year-end posting pursuant to Section C.25.1 above.
- f. Nothing in this provision shall preclude the school district from posting other vacancies.

3. GENERAL POSTINGS

- a. All openings for educational administrative positions shall be advertised except those that are filled on a temporary replacement basis in mid term.
- b. Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs.
- c. All teachers may apply for listed opportunities.
- d. Upon request a teacher will be provided with a copy of the job posting procedures.

4. FILLING OPPORTUNITIES

- a. Assignments will be determined bearing in mind the best learning situation for the entire district which may include, but not be limited to, consideration regarding the continuity of, and effect upon, students' programs.
- b. All positions of special responsibility shall be filled by competition, bearing in mind number C.25.4.a above. This provision will not apply to temporary positions that occur in mid year and are filled on a temporary replacement basis.
- c.
 - i. Subject to C.25.4.a, continuing contract teachers who meet the necessary qualifications as established by the Board will have first claim on available year end openings.
 - ii. Subject to C.25.4.a, qualified temporary contract teachers who meet an eligibility entitlement in C.28.2.b (Temporary Contract Teacher Security) will have second claim.
- d. The Board shall make reasonable efforts to have teachers informed of their teaching assignments for the next school year by June 15th.
- e. An applicant for appointment shall be entitled to rely on the representation of a person from the Superintendent's Office that an appointment has been made provided that such offer is in writing or that it is specifically conveyed to the applicant that the verbal offer is deemed to be in writing.

C.26. TRANSFERS - CONTINUING CONTRACT TEACHERS

1. TRANSFERS INITIATED BY THE BOARD

- a. NOTICE
 - i. Transfers will not be initiated by the Board for arbitrary or disciplinary reasons except for cases of just cause.
 - ii. When a Board official is intending to recommend transfer of a teacher, they or the administrator acting on behalf of the Board, shall meet with the teacher at least seven days prior to the matter being dealt with by the Board.
 - iii. Every reasonable effort will be made to schedule a meeting at a mutually agreeable time.

- iv. A teacher shall be told the nature of the transfer to the extent known and the reasons for it. A teacher shall be accompanied by a member of the Association if they wish. The teacher shall have the opportunity to consider the matter and reply before the recommendation is dealt with by the Board.
- v. At or subsequent to such meeting the teacher shall have the opportunity to discuss with the Board official their concerns regarding the assignment.

b. PLACEMENT

- i. The Board shall give particular consideration to the placement of a teacher being transferred.
- ii. The Board shall make reasonable efforts to find an appropriate placement that is agreeable to the teacher.
- iii. Transfers initiated by the Board for the following school year shall be completed no later than June 15th, except when circumstances do not permit or when it is mutually agreed with the teacher to delay the transfer.

c. GENERAL

- i. When a teacher has been recently transferred to an assignment involving a significantly different subject area or has been advised that they will be required to transfer to an assignment involving a significantly different subject area, they will be offered priority consideration for future vacancies of a school year or more in their existing grade level or subject area.
- ii. A teacher who is required to transfer and who is interested in a more suitable position which may become available during the school year shall indicate that interest by completing the appropriate district "Request for Assignment" form. In the event that the desired position becomes available, then the teacher will be advised of the opportunity.

Where implications of disrupting the teacher's existing class(es) prevent a successful transfer and where the position is expected to exist in the next school year, the position will be re-posted at the end of the year and the teacher may reapply.

- iii. When a position will be lost in a school or department due to projected enrolment decline or changing program offerings, the Principal will meet with the staff or department affected to determine the possibility of volunteer transfers.
- iv. If there are no volunteers and it becomes necessary for the Board to initiate the transfer of a teacher due to surplus staffing, the teacher currently in the department (secondary) or school (elementary) that possesses the least aggregate District seniority shall be transferred provided that the remaining teachers have the required qualifications for the teaching positions and the program needs of the school are met, as determined by the District.
- v. If solutions which are acceptable to the Board cannot be found at the school level, then the teacher who is transferred will be given the opportunity to revert back to their previous position, subject to operational needs, if the position is re-instituted before school opening. Such right shall be granted subject to:

- (1) the teacher indicating an interest in retaining the position,

- (2) the position becoming available no later than August 15th,
 - (3) reasonable effort being made by the Board to contact the teacher and such contact being made within a five day period,
 - (4) the reinstated position is essentially that previously in place.
- vi. A teacher who, through the board-initiated transfer process, volunteers for transfer or a teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for two school years, except for bona fide reasons.

2. TRANSFER INITIATED BY THE TEACHER

a. NOTICE

- i. Teachers shall indicate interest in being considered for transfer for the following school year by completing a "Request for Assignment" form by March 31. The Board may choose to extend this deadline.
- ii. A teacher may withdraw their name from consideration for transfer at any time by notifying the Board in writing.

b. GENERAL

- i. The Board agrees to meet with the B.T.A. to discuss the implementation of procedures which will further facilitate the transfer process.
- ii. When a person indicates that they are interested in consideration for transfer, their position shall not become available until a transfer has been accepted.
- iii. Teachers shall be notified when a request for transfer has been denied.
- iv. Requests for transfer that have not been filled by June 30 in any year shall become invalid at that date unless the teacher requests that they remain available for consideration prior to school opening.

C.27. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

C.28.* TEMPORARY CONTRACT TEACHER SECURITY

1. DEFINITION OF SENIORITY

- a. "Seniority" means the temporary contract teacher's full time equivalent service on temporary contract service in the Burnaby School Board District since the last date of hire (a "new Hire" applies only when there is a break of two years in temporary contract service unless the teacher has acquired at least 90 F.T.E. days of teacher-teaching-on-call service in Burnaby in each of two years). Teachers-teaching-on-call experience in Burnaby will count towards seniority as indicated below.
 - i. Prior to July 1, 1990: Having obtained the equivalent of two years of F.T.E. temporary contract service, Teachers-teaching-on-call service experience which counts toward an increment will count towards seniority.

- ii. Effective July 1, 1990: In addition to seniority pursuant to a. above, Teachers-teaching-on-call experience obtained subsequent to July 1, 1990 will count toward seniority.
 - b. For the purposes of the definition of seniority, only time accumulated since the last date of hire (see C.28.1.a above) shall be considered. Authorized leave for maternity, adoption or leave related to the child rearing of an infant shall be granted to those temporary contract teachers who have indicated in writing, prior to the birth or within 10 days of adoption, the period for which they will be unavailable for work. Such leave will not be considered a break in service.
 - c. Where the seniority of two or more temporary contract teachers is equal, then the temporary contract teacher with the greatest unbroken length of service with the Board, counting back from the seniority calculation date, shall be deemed to have greatest seniority.
 - d. Where a teacher has refused two temporary contract offers of at least a .5 assignment for which the teacher has the necessary qualifications as provided for herein, within a three year period, the teacher's name will be removed from the seniority list.
 - e. When a teacher has not been employed in Burnaby for more than three years, the teacher's name will be removed from the seniority list.
 - f. A copy of this list will be sent to the B.T.A. by November 15 of each year.
2. EMPLOYMENT OF TEMPORARY CONTRACT TEACHERS
- a. The Board agrees that the number of F.T.E. temporary contracts will not exceed the number of F.T.E. continuing contract teachers on leave including F.T.E. continuing contract time not actively assigned.
 - b. Teachers who have more than one F.T.E. year of contract teaching experience shall be offered further contracts for assignments of a school term or more on the basis of seniority provided they meet the necessary qualifications for the position(s) as determined (in writing) by the School Board.
 - c.* ADULT EDUCATION TEACHERS
 - i. Article C.28.2.a will not apply to adult education teachers.
 - ii. Subject to iii below, Article C.28.2.b will apply to adult education teachers.
 - iii. Adult Education teachers who have previously held a term appointment will have the right to teaching positions pursuant to Article C.29.5.b.
3. TEMPORARY CONTRACT TEACHER ENGAGEMENT
- Employment of temporary contract teachers referred to in C.28.2 above is subject to:
- a. the temporary contract teacher providing the Board with a current address at all times and accepting an offer within forty-eight hours of the offer having been made (including a mailed written offer).

(The intent is for the clock to start when the offer is delivered, if by mail, or when verbally made to a teacher.)
 - b. the temporary contract teacher having not turned down in the last three years two or more offers of .5 or greater assignment for which the teacher has the necessary qualifications as provided for herein.

Nothing in this provision shall preclude the Board from approving a teacher's request that they not be offered a position for up to one year without losing their rights to reemployment.

- c. the temporary contract teacher having indicated in advance and in writing those subject areas/grade levels in which they feel qualified together with supporting reasons.

4. APPEAL

- a. An appeal under this section will be made to the applicable Assistant Superintendent in writing within five days of the occurrence giving rise to the appeal.
- b. If the matter is still not resolved within 5 days then it shall be referred to Step Three (A.6.4.) of the Grievance Procedure and continue through Article A.6. until resolved.

C.29.* ADULT EDUCATION TEACHER APPOINTMENTS AND ASSIGNMENTS

1. APPOINTMENT OF ADULT EDUCATION TEACHERS

- a. Commencing September 1, 2003, all Adult Education teachers shall be appointed on term contracts.
- b. An Adult Education teacher who is reappointed after September 1, 2003 to the same course or program in the next school year shall be appointed on a continuing contract provided that there is a reasonable expectation that the course or program will continue to be offered in the next subsequent year. The continuing appointment shall be for the FTE equivalent of the course or program.
- c. Notwithstanding Article C.29.1.b, the Board may maintain the maximum continuing appointments in Adult Education at or below 80% of the FTE positions in adult education programs. No Adult Education teacher shall lose their continuing appointment by virtue of this provision.

2. POSITIONS AND ASSIGNMENTS IN ADULT EDUCATION PROGRAMS

- a. Adult Education teachers with continuing appointments shall continue with the assignment for which the continuing appointment has been made.
- b. The Board may reassign Adult Education teachers as required in order to fulfil the contractual obligations of the continuing appointment.
- c. The Board shall designate a minimum of 60% of the Adult Education courses or programs as continuing (core) courses or programs.
- d. The designation process referred to in C.29.2.c shall occur prior to each course offering to the public.
- e. The continuing (core) courses programs shall first be filled by adult education teachers with continuing appointments.
- f. Any vacancies that remain after assignments to continuing appointment Adult Education teachers are completed will be offered to part-time continuing appointment Adult Education teachers who have the necessary qualifications and who have indicated a preference to increase their teaching assignments provided that there are no scheduling conflicts with the assignment.

- g. Notwithstanding Article C.29.1.c, when a course or program is offered and accepted pursuant to the terms of C.29.2.f the Adult Education teacher's continuing appointment shall be increased accordingly.
- h. The courses or programs that are not designated as continuing (core) will be courses or programs that are new, offered on an irregular basis, overflow courses or vacant due to a leave of absence, and will be referred to as term courses or programs.

3. POSTING ADULT EDUCATION TEACHER POSITIONS

- a. For Adult Education programs, "vacancy" means a course or program designated as continuing (core) to which no teacher has been assigned.
- b. The Board may post Adult Education courses or programs at any time and may indicate on the posting that the position is subject to sufficient enrollment.
- c. Vacant positions will be posted at worksites that have a bulletin board and will appear on the Board's website when time permits.
- d. Subject to there being sufficient time, available term positions will be posted at worksites that have a bulletin board and will appear on the Board's website.
- e. The Board may distribute postings to Adult Education teachers and the union by electronic mail.
- f. Prior to the Board posting a vacancy, it is understood that the Board will have met its obligations with respect to Adult Education teachers who have a continuing appointment, and adult education teachers who are on the re-engagement list.

4. FILLING CONTINUING ADULT EDUCATION TEACHER POSITIONS

In addition to the provisions of Article C.29.2 above, the following provisions will apply to filling Adult Education courses or programs designated as continuing (core) courses or programs.

- a. Assignments will be determined bearing in mind the best learning situation for the entire district which may include, but not be limited to, consideration regarding the continuity of, and effect upon, students' programs.
- b. The list of all positions which have been filled will be provided to the Association at the end of the first pay period of each term. The list will include the names of Adult Education teachers appointed, the positions to which they were appointed and their contract status.

5. FILLING TERM ADULT EDUCATION POSITIONS

- a. The successful applicant shall be offered a term contract for the duration of the course or program.
- b. Any applicant who has previously successfully taught the course or program shall be offered the position in priority over other applicants.
- c. When a course or program assigned to an adult education teacher on a continuing contract is canceled or combined, the adult education teacher may be assigned to a term course or

program. If that adult education teacher chooses not to accept the reassignment, the teacher's assignment will be reduced for that term.

C.30.* TEACHING PERFORMANCE: SUPERVISION AND EVALUATION

1. SUPERVISION, PROFESSIONAL GROWTH AND ASSESSMENT

This provision applies to all temporary contract and continuing contract teachers.

Recognizing that continual improvement of instruction is a major goal in Burnaby schools, the parties commit themselves to an ongoing supervision and assessment program which incorporates active involvement and reflective self-assessment, on the part of each teacher. This program is primarily intended to be developmental, providing for professional growth within a cooperative, supportive environment.

In this context, the Board will make available to school staffs appropriate professional literature dealing with effective teaching and its constituent elements. In addition the parties will establish a committee charged with outlining and making available for the use of staffs a number of well recognized supervisory models. The professional literature and the information about the supervisory models are intended to provide a practical conceptual base for improvement of instruction in the schools. Additionally, the parties acknowledge that a commitment of time and will is essential to the success of the program. Further, success is dependent on the Board providing appropriate financial resources.

At the local school level, each teaching staff will form a school-based instructional improvement team, which will include the school Principal. It will be the responsibility of this team to bring the literature mentioned above to the attention of the teachers, and to assist staff in the review and examination of both the information on effective instruction and the models for improvement of instruction.

Thereafter, and in consultation with the Principal, each teacher will select the supervisory model considered to be most appropriate for their teaching and learning situation. Based on this model, it will then be the responsibility of the teacher in consultation with the Principal to draft a plan of action aimed at the improvement of their instruction. The areas of instructional improvement chosen for emphasis will be those identified by the teacher, and the plan of action will make provision for thoughtful self-assessment and professional feedback from those staff involved in whichever supervisory model has been chosen. A written outline of the plan will be retained by both teacher and Principal, and it will be in place by November 1, 1990 of the first year of operation and by November 1 of each year thereafter. This is intended to allow time for sufficient involvement of staff at both the school and district level for skill development, the implementation of the program, staff familiarization with the processes involved and time to allow other preparation.

Periodically, the teacher and Principal will meet to discuss progress and to examine whether modifications to the plan and/or areas of focus might be advisable. It is also expected that the teacher will exercise their professional responsibility as they independently assess progress, evaluates the plan of action, and makes tentative plans for future development on an ongoing basis.

Notwithstanding the above, a teacher may request and then receive a formal written report from the school Principal at least once in a three year period. It is further recognized that the Principal will continue to be expected to fulfil the normal responsibilities of their position regarding supervision of program, staff and students.

2. FORMAL EVALUATION

In the event that a Principal believes that a specific area needs to be addressed beyond the process outlined in the Supervision, Professional Growth and Assessment section, then they will commence a formal process by sending a memo to the teacher requesting a Step 1 meeting and indicating that the formal evaluation process pursuant to C.30 Teaching Performance: Supervision and Evaluation has begun.

a. STEP 1

- i. At the meeting, the Principal will identify and clarify the area(s) of concern with the teacher. The teacher will provide their views in response to the Principal.
- ii. If any area of concern remains, then the Principal and teacher will discuss, informally, joint strategies to address the area(s) of concern.

b. STEP 2

- i. If the concern is not remedied at Step 1 or if the problem recurs, then the Principal will meet again with the teacher to discuss the situation.
- ii. Following the meeting, the Principal will provide the teacher with a descriptive memo outlining the areas of concern, and the evaluation and observation processes (including a time frame) that will be used in analyzing and evaluating the teaching situation. Further, the memo will outline the expected standards of performance or objectives to be met by the teacher and possible means of achieving them.
- iii. The supervisory and evaluative process referred to in this step shall include a formal written report. If the formal report is “less than satisfactory” a copy will be forwarded to the Superintendent’s office. Further, any written response by the teacher to the written report will also be forwarded to the Superintendent’s office.

c. STEP 3

- i. If the teacher is evaluated as less than satisfactory in a report pursuant to Step 2 above, then the Principal, a representative of the Superintendent’s office, the teacher, and a representative of the B.T.A., will meet to discuss the situation. Following the meeting the Principal will identify in a descriptive memo the areas of concern, the expected standards of performance or objectives to be met and applicable time frames.
- ii. Possible means of addressing the concern within the established time frame will be discussed and the teacher, in consultation with the Principal and other appropriate district resource people mutually agreed upon, will develop a plan of remedial action.
- iii. In pursuing this plan of remedial action, the teacher will have access to existing staff support resources and consultative services. Further, the teacher may be given the opportunity to observe teachers in similar assignments, or the teacher may be given the opportunity to attend workshops related to the problem.
- iv. The Principal shall keep the Superintendent’s office advised on the progress of the plan of action and the teacher will keep the B.T.A. president similarly advised.
- v. The supervisory and evaluative process referred to in this step shall include a second formal written report by the Principal.

d. STEP 4

- i. If the teacher is evaluated as less than satisfactory in a report pursuant to Step 3 above, then the Principal, a representative of the Superintendent's office, the teacher and a representative of the B.T.A. will meet to discuss the advisability of an alternate assignment.
- ii. If a teacher who has received a "less than satisfactory" report in Step 3 desires a reassignment, they will request a reassignment in writing to the Superintendent's office indicating the reason(s).
 - (1) The Superintendent's office will be cognizant of the request and the reasons for it when making staffing determinations for the following school year, recognizing the various interests affected by a reassignment.
- iii. If a teacher receives a "less than satisfactory" report in Step 3, they may request within three weeks unpaid leave of absence of up to one year (effective at a mutually agreeable date) to take an approved program of professional or academic instruction. If the leave is approved, the time between the request for leave of absence and the return of the teacher shall not be counted as part of the timelines governing report writing. The return from leave of absence will coincide with the beginning of a school term or semester as applicable. Observations for a subsequent formal report shall not begin earlier than two months after the teacher has returned to teaching duties.
- iv. It is noted that in the event that a personal leave of absence could address a factor contributing to the problem, then such teacher may request a leave of absence for personal reasons.
- v. The supervisory and evaluative process referred to in this report shall include a third formal written report by a Superintendent or Director of Instruction. The three reports shall not be written by the same person.

3. GENERAL

- a. Following each observation made pursuant to the Formal Evaluation Section, the evaluator shall discuss with the teacher their observations and impressions. Upon request, such observations and impressions will be provided to the teacher in the form of a written anecdotal statement which shall be reviewed with the teacher prior to the next formal supervisory visit and finalization of a formal written report.
- b. Criteria for the evaluation shall be reasonable. The teacher will be made aware of the areas of competence in which they must improve in order to have their teaching performance found to be satisfactory. The timing and number of observations used to support a report will be such that the evaluator will be able to make a well informed and professional judgement on the learning situation. Further, the timing and number of observations will be reasonable for the teacher.
- c.* In the case of an adult educator, the evaluator may consider the results of student surveys of the adult education program and its delivery routinely conducted to assist in determining the effectiveness of programs which have been returned by at least 60% of the educator's current students. The student surveys and results the evaluator intends to consider shall be given to the teacher as part of the criteria and process to be provided to the teacher under Article C.31.

- Note: Within two (2) months of the date of ratification, the Board will convene a Committee comprising two (2) representatives of the Union and two (2) representatives of the Board. The Committee will make recommendations to the Board on the survey form and the evaluation criteria.
- d. All formal reports and responses shall be in writing.
 - e. Involvement or non-involvement in extracurricular activities, or other matters not related to teaching duties are outside the scope of evaluating and reporting on the work of the teacher.
 - f. Three consecutive “less than satisfactory” reports shall constitute basis for termination of the teacher. The three reports shall fall within a period of not less than 12 months and not more than 36 months unless mutually agreed otherwise by the parties. This time period is exclusive of unpaid and paid absences from work.
 - g. A grievance regarding the termination of a teacher shall be decided based on the real substance at issue. No teacher will be terminated without just cause.

C.31. DISCIPLINE AND DISMISSAL

1. DISCIPLINE - GENERAL

The Board shall not discipline, suspend, or dismiss any teacher bound by this agreement save and except for just and reasonable cause.

2. DISCIPLINE - SUSPENSION AND DISCHARGE PROCESS

- a. When a Principal or an immediate supervisor learns of an allegation which they believe might lead to a suspension or discharge and the allegation is specific to a teacher, the Principal or supervisor, as applicable, will obtain the particulars of the allegation from the person(s) making the allegation.
- b. Unless the Principal or supervisor has reasonable grounds to believe that the investigation of the allegation might be prejudiced or interfere with any criminal or other lawful investigation, the Principal or supervisor and, if they desire another person will meet as soon as reasonably possible with the teacher and, if they desire, a B.T.A. or school staff representative. In the event that a teacher does not have a representative present then the teacher will be advised of that opportunity. The Principal or supervisor will first advise the teacher of the particulars of the allegation and will then request as full a response as is possible.
- c. Subsequent to further investigation, the Principal or supervisor and, if they desire, another person may again meet with the teacher and, if they desire, a representative of the B.T.A. New information and/or new similar fact allegations will be shared with the teacher.
- d. There will be no disciplinary suspension or dismissal of a teacher prior to the teacher being given the opportunity to discuss the allegation with either the Board or a Board Committee empowered to make a decision on behalf of the Board. A suspension with pay or a reassignment with pay pending a decision of the Board or Committee will not be considered discipline. Section 15(5) of the School Act applies notwithstanding this provision.
- e. A teacher who is suspended shall not suffer a loss of pay prior to the date of the decision of the Board or Board Committee as provided for in Article C.31.2.n herein.

- f. Recognizing that the Board is accountable to the community, nothing in this provision shall preclude the right of the Board to be promptly advised in general terms that an allegation has been made and that an investigation is in progress. The name of the teacher involved, however, will not be provided until the meeting of the Board or Board Committee referred to herein.
- g. The teacher and Association will be given at least 72 hours notice of the opportunity to meet with the Board or a Board Committee. At the same time, the teacher and the Association will be given relevant documentation and written particulars as are then known.
- h. Any other documents to be placed before the Board or its designated Board Committee will be exchanged by the representatives of the parties 24 hours prior to the meeting.
- i. The Chair of the Board or of the Board Committee, as the case may be, will chair the meeting and will use fair hearing practices. The Chair and Trustees will be able to request advice from a resource not a party to the proceeding.
- j. Both the teacher and the School District have the right to be accompanied by a representative at the meeting. If the teacher is to be represented by someone not a member of the Association, then notice of such will be given to the School District as soon as possible so that the School District is able to obtain outside representation.
- k. The purpose of the meeting is to facilitate well informed decision-making. At such meeting, the teacher may be accompanied by two representatives and/or an advocate appointed by the Association.
- l. Representatives of the school district and the teacher will be entitled to make submissions, advise as to the statements of persons, hear all of the information presented, receive copies of the documents placed before the Board or Board committee, ask questions of clarification, procedure and information, invite their own witnesses who can give first hand information as to the allegation, and to engage in discussion.
- m. In the event that additional information becomes available or if a representative wishes to place additional documents before the Board or the Board Committee which would cause an unfairness to result through surprise or unpreparedness, then the meeting will be adjourned for at least 48 hours, unless mutually agreed otherwise, and rescheduled to allow the parties to better respond. Further, the Board or the Board Committee may request information from the parties and where it feels it necessary similarly adjourn the meeting.
- n. The decision of the Board or Board Committee, as the case may be, will be communicated with the reason(s) in writing to the teacher and the Association.
- o. The process provided for herein shall not be deemed invalid by reason of a defect in form, a technical irregularity, or an error of procedure that does not result in a denial of natural justice.
- p. The Board and the Association agree to consult with each other and attempt to agree on the release of information to the media or public with respect to the suspension or dismissal of a teacher. Prior to a grievance settlement or the decision of a grievance arbitration, neither the Board nor the Association will release details regarding a disciplinary suspension or dismissal to the media or the public. Where the Board feels that it is in the public interest, it may respond to concerns regarding the safety and educational program of students.

3. DISCIPLINE AND DISMISSAL - DANGEROUS OR HARMFUL TO PUPILS

- a. Where an employee is suspended under Section 15(5) of the School Act, the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with the provisions of Article C.31.2 above.
- b. A teacher who is suspended shall not suffer a loss of pay prior to the date of the decision of the Board.

4. DISCIPLINE-RELATED MATTERS

- a. Where the teacher has been suspended on grounds set out in Section 15(4) of the School Act, the teacher shall be reinstated with full pay for the period of such suspension, unless on the final disposition the teacher is not cleared of the matter.
- b. This provision shall not preclude the Board from disciplining a teacher with a retroactive effective date. Such discipline shall be subject to the grievance procedure.

5. DISCIPLINE AND DISMISSAL - LESS THAN SATISFACTORY TEACHING PERFORMANCE

See the Formal Evaluation section contained herein at C.30.2.

C.32. ASSISTANCE FOR FALSELY ACCUSED EMPLOYEES

When a false accusation of child abuse or sexual misconduct, arising from a teacher performing their duties and responsibilities, results in a teacher requiring assistance to deal with the negative effects of the allegation, then the teacher and a representative of the Association will meet with two district staff members appointed by the Superintendent and together they will establish a plan of assistance for the teacher. At the request of the teacher, the parties shall meet again to examine whether modifications to the plan should be made.

C.33. PROFESSIONAL AUTONOMY

Subject to the terms and conditions of teachers' employment outlined in the School Act, teachers shall, within the bounds of the prescribed curriculum, have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in their general work assignment.

C.34. PROFESSIONAL CONCERNS

1. Parents/guardians or students who express professional concerns about a teacher will be encouraged to speak directly to the teacher.
2. The teacher will be advised of specific professional concerns, and will be notified if any documentation is accepted by the employer and placed in the teacher's school file regarding those same professional concerns that have been raised by a parent/guardian or student where it has been determined that follow-up is required. Teachers have the right to access their school files as per C.36.

C.35. APPEALS OF TEACHER DECISIONS

1. Where a pupil and/or parent/guardian files an Appeal under the School Act (Section 11) and Board By-Law (Policy 1.20.00) of a decision of a teacher covered by this Collective Agreement, the following process will apply to the extent permitted by the parent and/or student:
 - a. When a student and/or parent of a student wishes to question a decision made by a Board employee on the grounds that it significantly affects the education, health, or safety of the student, they will consult with the employee who made the decision.
 - b. If the matter is not resolved directly with the employee, the matter may then be discussed with the Principal.
 - c. If the matter is still not resolved, the consultative process will continue with a member of the District administrative staff.
 - d. If consultation fails to satisfy the complainant, they must request in writing that the Board hear an appeal. The details pertinent to the appeal must accompany the request which shall be filed with the Superintendent.
2. Notwithstanding C.35.1 above, the failure to follow such procedures shall in no way constitute a barrier to appeal to the Board. In all cases, the teacher will be apprised of the basis of the appeal before it is placed before the Board.
 - a. The teacher shall have the opportunity to provide a written reply to any allegations contained in the appeal to the Board.
 - b. If the teacher wishes to appear before the Board or the Board Committee investigating the appeal, then they may make such request to the Superintendent who will convene the meeting.
3. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall remove any right, benefit or process contained in this agreement or otherwise provided by law.

C.36. PERSONNEL FILES AND SCHOOL FILES

1. There shall be only one personnel file for each teacher, maintained at District offices, and referred to throughout this Article as the "personnel file". Any file relating to teaching staff that is kept by the school principal is referred to throughout this Article as the "school file". The school file shall be accessible only by the subject so named on the file, the principal or vice-principal(s) of the school, and to employees of the Board having a bona fide responsibility for the entry or retrieval of this information. The school file shall be destroyed when the teacher leaves that school. The generic term "employee files" used throughout this Article simultaneously refers to the "personnel file" and the "school file".
2. Upon written request, the Superintendent, or designate, shall provide employees with access to their own employee files in their entirety.

The teacher has the right to include written comments pertinent to the contents of the employee files. The presence of the comments shall not indicate Board agreement as to content nor will the absence of a Board reaction prejudice the Board in the future.
3. An appropriate School Board official shall be present when a teacher reviews their employee file, and the teacher may be accompanied by another member or a representative of the Association.

4.
 - a. The School Board agrees that only factual material and material relevant to the employment of the teacher shall be maintained in employee files.
 - b. It is understood that confidential medical information on a teacher shall not reside in school files for any reason. Medical information relevant to a teacher's employment shall only be kept at the District Offices and is to be kept secure and separate from the contents of a teacher's personnel file. Access to such medical information is limited to employees of the Board having a bona fide responsibility for the entry or retrieval of this information.
5. Where a non-disciplinary letter of expectation and letter of reprimand or suspension is placed in a teacher's personnel file, the teacher, or a Local Officer acting on the member's request, may request in writing to the appropriate Board Authority to have a letter of reprimand and non-disciplinary letters of expectation removed after two (2) years of active service and a letter of suspension removed after four (4) years of active service, provided that no further material of that nature has been subsequently filed. A teacher may also request in writing to the appropriate Board authority to have removed documents in a personnel file related to a criminal offense, gross misconduct or issues related to the safety of students after ten (10) years of filing, provided that no further material of that nature has been subsequently filed.
6. The personnel file will not be accessible to any person other than the subject so named in the file or to employees of the Board having a bona fide responsibility for the entry or retrieval of information. Also, the subject named in the file may give written authorization to a representative of the B.T.A. to act on their behalf and have access to the file in the presence of a school district official. Such written authorization shall be for a stated period of time.

Only upon subpoena shall a staff member's personnel file be presented to a court.

C.37. NO DISCRIMINATION

1. The parties hereto subscribe to the provisions and principles of the Human Rights Code of British Columbia and, without limiting the generality of the foregoing, the Employer shall not discriminate against any member of the bargaining unit on the basis of the protected grounds specified under Section 13(1) of the Code (race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, conviction of criminal or summary conviction offence unrelated to their employment or intended employment) or because they are participating in the activities of the Association.
2. Where there exists a bona fide occupational requirement it shall not be considered discrimination.
3. It is understood that an allegation of discrimination falling within the Human Rights Code may be pursued pursuant to the Human Rights Code, the Grievance procedure (A.6) or the Harassment Procedure (E.2).
4. If a teacher feels they have been a victim of discrimination or racism, they, or any member of the Association, if requested by the complainant, may attempt to resolve the matter by informing the alleged offender(s) in an appropriate manner and these participants shall attempt to reach agreement on a course of future conduct and/or proceed to C.37.3.
5. No teacher shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of discrimination or racism. A false and/or malicious complaint shall be viewed as a serious matter.

6. Complaints of discrimination or racism shall be treated seriously and in strict confidence by the Board and the Association.
7. Nothing contained herein shall preclude the right of an individual to pursue a complaint under the Human Rights Act.

C.38. ANTI-RACISM

The Burnaby School Board accepts for its educational programs, its pupil and staff personnel practices, and all its operations, the goal of promoting positive human interactions, including interactions which are free from divisive attitudes based upon race, ethnic roots, national origin, or religious affiliation. To this end, the resources of the district shall be reasonably applied toward the realization of effective anti-racist education and the elimination of social forces which perpetuate racism.

1. The School Board does not condone and will not tolerate any demonstrated expression of racism.
2. RESOLUTION PROCESS

Any written complaint from an identified source alleging racism within the school shall be dealt with in the following manner.

- a. If a teacher feels they have been a victim of racism, they or any member of the Association, if requested by the complainant, may attempt to resolve the matter by informing the alleged offender and the participants shall attempt to reach agreement on a course of future conduct and/or proceed to C.38.2.b.
- b. If a teacher feels that they have been a victim of racism, they or any member of the Association, if requested by the complainant, may attempt to resolve the matter by lodging a complaint with a school-based administrator or a senior official in the Superintendent's Office or Human Resources. An investigation of the complaint shall take place as soon as reasonably possible. In cases where racism has been determined to have occurred, disciplinary action may be taken against the offender. Such disciplinary action may include verbal reprimand, written reprimand, suspension, dismissal, or any combination of the aforementioned.
3. No teacher shall be subject to reprisal, threat of reprisal or discipline as a result of filing a bona fide complaint of racism. A false and/or malicious complaint shall be viewed as a serious matter.
4. Complaints alleging racism shall be treated seriously and in strict confidence by the Board and the Association.
5. Nothing contained herein shall preclude the right of an individual to pursue a complaint under the Human Rights Act.

C.39. & C.40. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

C.41. TEACHER SAFETY

1. The B.T.A. and the Board agree that it is in the best interest of all concerned to work toward ensuring a safe environment which is free from violence and intimidation. To this end, the B.T.A. and the Board shall continue to cooperate in the promotion of safe working and learning conditions.
2. The Board shall consider any act of violence or intimidation on school property or at school sponsored activities to be a serious threat to the school environment and to the safety of both students and staff. The Board shall take appropriate action and/or support the laying of charges as appropriate.

SECTION D: WORKING AND LEARNING CONDITIONS

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 Parties recognize that appropriate class size and class composition are desirable educational priorities.

1. CLASS SIZE

It is agreed that class size is affected by various factors including, but not limited to, the following:

- a. variations in the size of school populations;
- b. the range of student needs and abilities;
- c. the nature of the curriculum being presented to the students;
- d. the range and extent of services other than classroom teaching;
- e. the physical restrictions of equipment and space, particularly in specialty subject areas; and
- f. secondary school programming to complete course or subject requirements for graduation.

2. CLASS SIZE MAXIMA

The following class size maxima will be in effect by October 1st or 22 calendars days after the commencement date of a second semester including classes enrolling dual entry students. These maxima shall be in effect through to May 1 of each school year.

| Grade/Subject | Maximum |
|---|---------|
| Intermediate (Grades 4 through 7) | 30 |
| Secondary (Grades 8 through 12) | 31 |
| Home Economics and Industrial Education Laboratories/Shops | 26 |
| Science Labs | 30 |
| Special Needs (as defined in D.1.3.a.ii.) | 10 |
| ESL Classes | 20 |

[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.]

[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).]

3. OTHER

a. GENERAL

- i. Extra consideration will be given to class size for those regular classes which include students designated as special education students as defined in D.1.3.a.ii. In this instance, extra consideration will normally mean the class size maxima for those regular classes which include 2 or more students designated as special education students shall be at least one less than listed in D.1.2. above.
- ii. No teacher shall be required to enrol in a regular enrolling class more than two students with special needs falling within the severe behaviour, dependent handicapped, moderately mentally handicapped, severely/ profoundly handicapped, physically handicapped, and autistic designations. When integrating other special needs students into a regular enrolling class, the provisions of D.2 Class Composition and Inclusion shall apply.

This provision shall not apply to special needs or protected classes. A protected class is a class designated by the district and consists of up to 18 students of which up to 5 are special education students (severe learning disabilities and severe behaviour disorder).

b. ELEMENTARY

- i. In a class which contains pupils in more than one category, the class size maximum shall be the one which applies to the majority of pupils in the class.

c. SECONDARY

- i. No secondary class will be composed of more than one course unless it is educationally sound, reasonable to the teacher and would not otherwise be offered.
 - ii. When assigning students to a laboratory, shop, or other specialized classroom, consideration will be given to the number of students for which the facilities were designed.
 - iii. When establishing secondary timetables, consideration should be given to class size in those subject areas/classes which have historically received an increase in enrolment after September 30, created by the internal reassignment of students previously enrolled in other classes.
4. It is recognized that class size maxima may be exceeded due to unforeseen circumstances but may be exceeded for no longer than two weeks.

D.2. CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. The parties agree to the following principles:
 - a. The teaching-learning process should reflect the basic assumption that all students can learn.
 - b. School and classroom organizations and teacher student relationships should be based upon the principle that high expectations are better met in a supportive environment.
 - c. The integration of a student with special needs into a regular classroom should provide for positive educational experiences for both the student with special needs and the other students in the regular classroom.
2. Consideration for integrating a student with special needs shall be determined by the student's educational needs and factors such as:
 - a. The class size and composition;
 - b. The number of students with special needs enrolled in the class;
 - c. School resources.
3. The Board agrees that the following guidelines shall be followed in integrating a student with special needs into regular classrooms:
 - a. Integrating a student with special needs into a regular classroom shall involve consultation among the school-based resource team, district staff, the teacher, the parent and other appropriate personnel. An IEP shall be developed by the team in consultation with the regular classroom teacher.

- b. Prior to the introduction of a student with special needs into a regular classroom, the teacher shall be provided with relevant information regarding the strengths and needs of the student.
 - c. The administering of medications will be consistent with the Board's Policy 5.11.01, Administration of Medication at School.
 - d. Procedures and practices governing earthquake drills, emergency situations, and the safe evacuation of students during fire drills will be made available to the teacher.
4. Special consideration shall be given for the provision of additional resources that are required to integrate an exceptional student into a classroom bearing in mind the need to maximize educational benefits with the resources available at any time. These resources may include:
- a. Consideration for a lower class size;
 - b. Provision for consultation and/or in-service;
 - c. Special equipment and materials;
 - d. Special education assistant time;
 - e. Assistance from a specialized teacher;
 - f. Release time for the teacher;
 - g. Appropriate facilities and equipment;
 - h. An appropriate emergency communications system; and
 - i. Qualified relieving teachers-teaching-on-call.
5. The Board will provide release time for collaboration and resource team meetings on special needs students at the school level based on 2% of the school student population at that school.

D.3. NON-ENROLLING STAFFING RATIOS

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

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

| Position | Ratio | Source of ratio |
|--|-------------------------|-------------------------------|
| Teacher Librarian | 1:702 students | LOU No. 12 |
| Counsellors | 1:587 students | Agreement in Committee (1998) |
| Learning Assistance Teachers (LAT) | 1:504 students | LOU No. 12 |
| Special Education Resource Teachers (SERT) | 1:331 students | Agreement in Committee (1998) |
| English Second Language (ESL)/ English Language Learning (ELL) | 1:63.4 ESL/ELL students | Former LOU No. 5 (2000) |

Local language:

1. No less than 0.5 teacher-librarian allocations per elementary school.

D.4. PREPARATION TIME [Provincial]

[Note: Article D.4 is not applicable in SD 41 (Burnaby). See Article D.22]

D.5. MIDDLE SCHOOLS [Provincial]

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.

D.6. ALTERNATE SCHOOL CALENDAR *[Provincial]*

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.

D.7. to D.20. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

D.21.* WORK YEAR

1. The annual salary established for employees covered by this Agreement in the salary grid shall be payable in respect of the teacher's regular work year as established by the School Calendar Regulation under the School Act.
2. The days in session in the regular work year for the teacher shall include:
 - a. no fewer than five non-instructional days for professional development/staff development;
 - b. no fewer than one year-end administrative day.
3. All days in session shall be as per the Standard School Calendar established by legislation and regulation but normally will be scheduled from the Tuesday after Labour Day until no later than the last Friday in June of the subsequent year, except when the last Friday in June falls on or before June 25 when the last day of the year will be June 30. (These days do not apply to those teachers assigned to Provincial Resource Programs which have historically provided educational programs in July and/or August.) Should legislation and/or the regulations change then so too will the days in session.
4. Days in session shall not include Saturdays, Sundays, statutory holidays, Winter Break, and Spring Break. The Winter and Spring breaks will be determined by legislation and found in the Standard School Calendar.
5. Any work performed by employees covered by this agreement beyond the teacher's regular work year shall be voluntary and be paid pursuant to Article B.38.
6.
 - a. When, prior to school opening on any day, the Board orders the cancellation of student attendance or closure of schools, because of inclement weather, teachers shall not be required to report to work.

- b. If the Board closes a school to students on a short term basis, the Board shall decide whether teachers are to remain on the site, be reassigned, or be permitted to be absent from work.
- c. There shall be no loss of pay for either D.21.6.a or D.21.6.b above.

7.* REGULAR WORK YEAR FOR ADULT EDUCATION TEACHERS

- a. The annual salary based on category and experience provisions for Adult Education teachers will be payable based on their hours of work during the work year and shall be inclusive of statutory holidays and vacation.
- b. An Adult Education teacher will be assigned hours of instruction based on course and program schedules.
- c. A full-time Adult Education teaching position will be based on one thousand (1000) hours of work.
- d. Any work performed by Adult Education teachers beyond the work year will be voluntary.
- e. The provisions of D.21.6 will apply to Adult Education teachers.
- f. The days in session in the regular work year for the Adult Education teachers will include the District Professional Development Day (B.39.4)

D.22. INSTRUCTIONAL AND PREPARATION TIME**

1. WEEKLY INSTRUCTIONAL TIME

The instructional time shall be twenty-five hours per week for full time elementary teachers and twenty-seven and one half hours per week for full time secondary teachers. This time is inclusive of assigned homeroom, class change time, allotted preparation time and recess time.

2. DAILY INSTRUCTIONAL SCHEDULE

Each full-time teacher's daily instructional time will be scheduled in consecutive hours. Exceptions for special circumstances and sound educational reasons may be made, but only with the agreement of the teacher and prior consultation with the BTA, and providing that the teacher's day does not exceed 7.5 hours inclusive of the noon hour.

Note: The teacher's day is defined here as instructional time, the noon hour and any unassigned time that may occur within the day.

3. PREPARATION TIME

Each contract teacher will be entitled to preparation time as follows:

Teachers who do not enrol classes shall be responsible for providing preparation time within their schedules.

a. SECONDARY

- i. The normal schedule of preparation time will be predicated on a minimum of 12.5% (1 block out of 8 or an equivalent) of normal total instructional time averaged over the school year.

ii. PREPARATION TIME IN SEMESTERED SCHOOL

- (1) The staff and Principal of the district's semestered school will consider a plan for the 1991/92 school year which utilizes the available teacher resources in an effort to provide preparation time to teachers in each semester in which they work. The plan shall not detract from the educational benefits and opportunities of a semestered school or the quality of the instructional program. Within these parameters, the preparation time for full time enrolling teachers should be regularly scheduled.
- (2) It shall not be a violation of this agreement for a teacher to request or agree that preparation time be allocated to them in only one semester.
- (3) There shall be team teaching only where teachers and Principal both agree. Such agreement will not be unreasonably withheld.
- (4) The Principal and staff will provide a report to the Superintendent's Department and the Association by April 15, 1991 which recommends a plan for implementing this provision.

In the event that no proposed plan is agreeable to the Superintendent's Office and the Association, then the matter will be resolved through the expedited arbitration process provided for at A.6.10 herein.

b. ELEMENTARY

- i. Beginning in September 1991, the normal schedule of preparation time will be predicated on a minimum of 90 minutes weekly out of the total instructional time averaged over the school year. (One hundred (100) minutes effective September 19, 2014 and one hundred ten (110) minutes effective June 30, 2019).
 - ii. When time in addition to the normal preparation time is available in a school, the allocation of that time shall be the result of a staff decision.
- c. It will not be a violation of this Agreement if preparation time normally scheduled for a particular day is not received by the teacher due to:
- i. their absence from school,
 - ii. schools operating for less than a full week,
 - iii. non-instructional days, or
 - iv. early dismissal.
- d. Preparation time for elementary teachers shall not be provided in less than thirty minute segments unless agreed to by the teacher.
- e. Part-time teachers shall receive preparation time pro-rated to that of full time teachers.
- When a part-time teacher cannot be provided with preparation time in the regularly scheduled way, their contract shall reflect the preparation time to which they are entitled.
- f. A teacher-teaching-on-call shall be entitled to the preparation time normally scheduled for the teacher they are replacing in order to prepare for instruction, correct student work, prepare appropriate records, or carry out other specific duties assigned by the teacher

being replaced. If a teacher-teaching-on-call does not require the preparation time, they will so advise the Principal so that the teacher-teaching-on-call can be assigned to other teaching duties that will meet school needs.

D.23. ASSESSMENT/EVALUATION/REPORTING**

1. It is recognized that the school district may establish guidelines and procedures as to what records should be retained and where. Teachers will have a major responsibility in applying these guidelines and procedures to specific students.
2. Teachers will be given as much notice as is reasonably possible when required to prepare data for Ministry reports which are in addition to those required by Regulation 4. Requests for time in which to prepare the data will be made through the school-based administrator to the applicable Assistant Superintendent. The Board will make reasonable efforts to provide such time within its available resources where such time is required.
3. A teacher may request, through the administrator, additional resources as needed to provide the teacher with time and/or resources to aid in student evaluation. The District will make reasonable efforts to fulfil such requests within its available resources where such time or resources are required.
4. A parent-teacher interview may be considered to be an informal report on a student if:
 - a. it is scheduled and is a part of the school program;
 - b. the interview deals with indicators of progress, attitude and/or behaviour; and
 - c. the interview is documented.

D.24.* STAFF MEETINGS

1. NOTICE

The Principal will endeavour to give at least 7 days notice of regular staff meetings including the agenda of items to be considered.
2. AGENDA

All staff members shall have the right to place items for consideration on the staff meeting agenda.
3. MINUTES

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

Teachers shall not be required to attend staff meetings:

 - a. which commence prior to 1 hour before classes begin or which conclude later than 1-1/2 hours after dismissal of pupils;
 - b. during recess or during the noon intermission;
 - c. on weekends, holidays or other days when school is not in session.

- d. which are held during any half-day session when they are not normally scheduled for work at that school/site.
 - e. more than once in any calendar month except for emergencies or extraordinary circumstances.
5. Staff meeting processes which promote collaboration, consensus and participative decision making will be developed at each school. The objective will be to harmonize the professionalism of teachers with the administrative responsibility of the Principal in order to promote a climate where teachers, the Principal and others work together toward school improvement.
- 6.* Staff meetings for Adult Education teachers will be scheduled at the first meeting of the term. Normally, not more than three unpaid staff meetings will be scheduled during a term and the duration of each meeting will not exceed one and one-half hours.

D.25. NOON HOUR SUPERVISION**

No member of the Association shall be required to perform routine school supervision duties during the noon hour.

D.26. ROUTINE SUPERVISION**

No member of the Association shall be required to perform routine supervision duties before the start of school or after the end of the school day. Teachers will only be assigned reasonable supervision during recess.

D.27. COMMON NOON HOUR**

At present, a common noon hour exists for all teachers in each school. Any proposed alteration to this established practice will be referred first to the school staff committee and then to a staff meeting for consideration. In addition, the B.T.A. will be consulted as part of the process of considering any such change.

D.28 – D.29 INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

D.30. HOME EDUCATION**

- 1. When an enrolling classroom teacher is required to provide educational services to Home Education students as defined in the Act and Regulations, each Home Student will be counted a member of that teacher's class for the purpose of class size.
- 2. When a non-enrolling classroom teacher is required to provide educational services to Home Education students, then consideration will be given for the provision of additional resources bearing in mind the type of educational services to be given and the teacher's other duties and workload.

D.31. PROVISION OF TEACHERS-TEACHING-ON-CALL**

- 1. When a teacher in an enrolling class is absent from class for one half day or more, the Board will provide a teacher-teaching-on-call if a teacher-teaching-on-call is available and if a teacher-teaching-on-call has been requested by the teacher.

2. A teacher, other than one enrolling a class, who is involved in the direct instruction of students and who is absent from school for one half day or more will be replaced with a teacher-teaching-on-call if it is practical, a teacher-teaching-on-call is available and a teacher-teaching-on-call is requested by the teacher. The availability of funds shall not be a factor in this provision.
3. Teachers, except teacher-teaching-on-call and those teachers whose assignment is that of permanent teacher-teaching-on-call, shall not be required to serve as a teacher-teaching-on-call except for compelling reasons of an emergent nature.
4. In the event that a teacher is required to forego scheduled preparation time for such reasons, then such time will be banked and replaced at a time mutually agreed to between the teacher and the Principal. The lost time shall be made up before the end of the school year.

D.32. EXTRA-CURRICULAR ACTIVITIES

1. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school.
2. The Board agrees that participation in all extra-curricular activities is voluntary.
3. While voluntarily involved in approved extra-curricular activities, teachers shall be considered to be acting in the employ of the Board.

D.33. INTRODUCTION OF TECHNOLOGICAL SYSTEMS

Where the introduction of technological systems is being contemplated, such as computer-assisted instruction, reporting, marking machines, etc., into the school system, it is mutually agreed that the following criteria shall apply:

1. Upon request of either party a joint study of the proposal shall be undertaken by the Association and the Board, or its nominees.
2. Approved programs shall be introduced initially on an experimental basis.
3. From time to time, at the request of either party, a joint evaluation of any program shall be undertaken. Reports shall be filed with the Board and the Association for joint discussion prior to the continuation or termination of the program.

D.34. TECHNOLOGICAL CHANGE

1. The Board and the Association shall establish a Technology Committee composed of two representatives of the Board and two representatives of the Association. Such committee may discuss all matters of technological change including implementation, safety and educational utilization in the classroom. At the request of either party, a joint study of a proposal or program will be undertaken and all programs will be introduced initially on an experimental basis. Reports shall be filed with the Board and the Association for joint discussion prior to a decision as to the continuation or termination of the program.
2. The Board shall give the Association 90 days notice prior to the date on which technological change is to be affected. The notice shall state the nature of the change, the proposed date of the change and the approximate number of teachers likely to be affected.

3. Where the Board introduces or intends to introduce a technological change that:
 - a. affects the terms, conditions or security of employment of a significant number of teachers to whom this Collective Agreement applies; and
 - b. alters significantly the basis on which the Collective Agreement was negotiated, either party may refer the matter to an arbitration board under the Collective Agreement.

4. NEGOTIATIONS

When the Board has notified the Association of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Board to protect the Association members from any adverse effects, and until such agreement is reached, no teachers will be displaced or suffer a reduction in pay until resolved by arbitration.

D.35. THE TEACHER AND THE CLASSROOM**

PREAMBLE

It is the intention of the Parties that the authority of the teacher in their classroom be paramount, consistent with the School Act.

1. FURNITURE AND EQUIPMENT

Every classroom shall be provided with desks, chairs, tables and other furnishings of the proper size for the individual students involved and of a nature suitable to the subject being studied. Teachers requiring supplementary or alternative items of equipment may make such requests to the Principal.

2. TEACHER'S AUTHORITY

- a. Each teacher shall be responsible to see that the physical conditions under their control in the classroom are suitable for effective teaching and learning.
- b. Each teacher shall be granted the widest possible latitude in the arrangement of furnishings and equipment where in the opinion of the teacher the learning conditions will be improved.

3. ALLOCATION OF SPACE

It is recognized that the demand for space may exceed available space for various reasons and that the allocation of space is a complex matter. In this vein the Board will attempt to provide adequate and suitable space for the needs of LA, ESL, Counsellors, Diagnosticians and other part-time, itinerant or district staff working in a school.

4. PORTABLE CLASSROOMS

- a. A teacher shall not be assigned to teach in a portable classroom for any period longer than two consecutive years, unless the "portable" facilities were specifically designed for the teacher's program or unless the teacher agrees to stay in the "portable".
- b. It is agreed that reasonable physical standards in portable classrooms will include:
 - i. a fire alarm connected to the main building,
 - ii. a reasonable ventilation system,

- iii. P.A. communication with the main building,
- iv. an all weather pathway to the main building.

In special circumstances, where it is mutually determined to be necessary for safety reasons, the Board will provide a telephone, or some other two-way teacher activated communication device.

5. CUSTODIAL SERVICES

Custodial personnel are assigned to each school under the direct supervision of the Principal. Teachers shall be expected to cooperate with but not answer to the custodian to assist in maintaining a high standard of cleanliness. Any conflict of interest or misunderstanding with respect to regulations which may develop between the teacher and the custodian shall be referred by the teacher to the Principal.

6. SECRETARIAL ASSISTANCE

All teachers shall be entitled to an equitable share of such secretarial assistance as may be available within the school.

7. PROCESS

The teacher shall bring any concern to the administrator responsible, and if resolution or a reasonable response is not received, shall bring it to the attention of the appropriate Board official.

D.36. KINDERGARTENS/HALF DAY PRIMARY**

1. The Board shall make reasonable effort to ensure that the following apply:

a. ORIENTATION

That a period of time not less than five school days at the beginning of September be devoted to a program of orientation by teachers who enrol half-day primary classes. The orientation program will be planned by the teacher, the Principal and the parents for the benefit of the students.

b. Qualifications: At least six units of early childhood education courses.

c. Instruction: Children in kindergarten classes may be combined with other elementary pupils only when it has been determined that it is to the benefit and advantage of the children involved and is agreeable to the teachers concerned..

2. It is agreed that the following criteria for the establishment and operation of kindergartens are desirable and in this regard the kindergarten classroom should:

- a. have entrance directly from the outside, or as close to an outside entrance as possible,
- b. preferably be a larger classroom,
- c. be equipped with washrooms or situated as close as possible to a washroom,
- d. be on the ground floor,
- e. be in an area where noisy activities would be possible without disturbing others,

- f. be provided with a floor covering with a ratio approximately two-thirds carpeting and one-third surfacing for wet areas (near the sink),
 - g. be provided with students' storage area scaled to an appropriate size,
 - h. be provided with adequate storage cupboards and shelves for equipment, supplies and teaching materials, and
 - i. be provided with a sink within the classroom.
3. It is recognized that by virtue of the nature of kindergarten instruction, differential custodial service may be necessary. Where a teacher feels a need for additional custodial service, temporarily or on a regular basis, they shall review the matter with the Principal who may reallocate custodial service in accordance with D.35.5 herein and subject to the Board-C.U.P.E. Collective Agreement.
4. Requests may be initiated by the individual or by other interested members of the staff.

D.37. LAY PERSONNEL**

1. SCHOOLS

This agreement provides for the assignment of auxiliary school personnel assigned to elementary and/or secondary schools, performing assignments as follows:

- a. Elementary School Assistants
- b. Secondary School Assistants
- c. Library Assistants
- d. Science Lab Assistants
- e. Student Supervisors
- f. Subject Markers
- g. School Administrative Secretaries
- h. Office Support Clerks
- i. Office Support Secretaries
- j. Educational Assistants
- k. Casual Employees - to be made available for brief specific intervals of time to supplement an existing service, or to provide temporary assistance.

Job specifications have been prepared for these positions and may be made available upon request. Request for lay personnel shall be made through the Principal.

2. ADDITIONAL LAY ASSISTANCE

- a. Permanent: Representations may be made by the Association at any time to the Board or its named officials concerning the assignment of additional lay personnel. As a general rule such assignments, if approved, shall coincide with the Board's fiscal year.
- b. Temporary: Representations may be made by the Association at any time to the Board or its named officials concerning the assignment of temporary lay personnel. Such assignments may be in the areas of program development, curriculum development, in-service activities, etc.

3. TEACHER INVOLVEMENT

- a. When a C.U.P.E. position which falls under the direct supervision of a teacher is vacant, the teacher may provide to the Human Resources and the Principal specific written information about the particular needs of the program prior to the job being posted.
- b. A teacher involved in the supervision of a person in an auxiliary school position may request and receive from the Principal the name of the successful applicant so that the teacher may contact the applicant during their working hours to discuss the program. Alternatively, the teacher may discuss the program with the successful applicant in the initial five day period during which the applicant retains the right to revert to their previous position.

D.38. TEACHER ASSISTANTS AND SPECIAL EDUCATION ASSISTANTS**

1. DEFINITION

Teacher Assistants and Special Education Assistants are defined as lay personnel assisting teachers in the handling of a variety of routine tasks and/or in working with individual students or groups of students.

2. Teacher Assistants and Special Education Assistants shall perform duties and tasks of an educational support nature, at the direction and under the supervision of the Principal and the classroom teacher, to whom they shall be responsible.
3. Teacher Assistants and Special Education Assistants shall not teach and shall not be used as alternatives for:
 - a. the lowering of the pupil-teacher ratio,
 - b. adequate equipment,
 - c. qualified professional personnel, or
 - d. adequate secretarial services.

D.39. SUBJECT MARKERS - ENGLISH AND SOCIAL STUDIES**

Where subject markers are employed, the following criteria shall apply:

1. QUALIFICATIONS

- a. Applicants should hold a university degree with majors (or related studies) appropriate to the subject to be marked.
 - b. Preference will be given to applicants with teaching and/or marking experience.
 - c. Markers must be available to visit the school at least once per week during school hours.
 - d. Markers require the ability to work cooperatively and tactfully with teachers.
 - e. Markers are expected to enjoy reading student material and to be able to evaluate student papers and return them with comments that are positive and constructive.
2. The teacher has a right to reject the services of a subject marker.

3. DUTIES

- a. to read, mark and evaluate student assignments,
- b. to make written constructive criticisms which will assist students to profit from the marking.

4. SELECTION AND EVALUATION

Subject markers shall be recruited and replaced by the departments of Social Studies and English under such criteria as may be determined by the Parties.

- 5. That within the limitations of funds available, the use of a marker's time shall be decided jointly by the teachers directly concerned.

6. OTHER - SUBJECT AND/OR GRADE MARKERS

Representations may be made by the Association at any time to the Board or its named officials concerning the assignment of additional markers. As a general rule such assignments, if approved, shall coincide with the Board's fiscal year

D.40. TRANSLATION SERVICES

The Board recognizes the need for translation assistance in certain cases and to this end a range of services will be developed. Where the need for translation services cannot be accommodated at the school level, the Principal will contact the Superintendent's office with the request. At the discretion of the Superintendent's office, such service will be provided bearing in mind budgetary limitations, availability of the service and the nature of the request.

D.41. SCHOOL BUILDINGS

1. CONSTRUCTION, ADDITIONS AND RECONSTRUCTION

- a. Individual teachers or groups of teachers affected shall be consulted by the Board of Education in connection with the construction, addition, or reconstruction of school buildings.
- b. Staffs shall be made aware of pending changes to the school plant as early as possible.
- c. That, where applicable, blueprints shall be made available for the perusal of the staffs concerned.

- 2. At the beginning of each fiscal year, and at such other times as may be deemed necessary by the Association, upon request, the Board shall supply the Association with current information with respect to new building construction, additions or reconstruction.

3. SCHOOL OPENING

Reasonable efforts shall be made to have classroom facilities operable for every class in time for school opening each September.

4. STORAGE

Bearing in mind budgetary and other limitations, reasonable effort shall be made to supply the maximum allowable storage space for equipment and supplies, noting that as courses of study

change the amount of equipment and supplies increases. The parties further agree that requests for additional storage space shall first be made at the school level.

5. It is mutually agreed that it is in the best interests of the district to involve teachers wherever practical and reasonably possible in decisions affecting the above items.

D.42. SCHOOL SUPPLIES AND EQUIPMENT**

The parties agree:

1. That individual teachers or groups of teachers within their areas of competence shall be consulted as deemed necessary by either party in establishing standards and specifications for supplies and equipment. The Board agrees to implement, wherever possible, recommendations resulting from such consultation. In the event the Board fails to implement a recommendation, it shall give to the Association written reasons therefore; and the Association shall have the right to make representations to the Board with respect to its decision.
2. Every attempt shall be made by the Board to facilitate efficient ordering and prompt distribution of supplies and equipment.
3. Priority shall be given by the Board's administrative personnel to the prompt replacement or reasonable substitution of any item of equipment or supply which proves to be defective or unsuitable.
4. Standard practice bulletins shall be issued by the Board concerning:
 - a. replacement or repair of equipment. To ensure continuity of the education program the Board within its budgetary resources shall make available substitute equipment.
 - b. procedures to be followed in the tracing of unfilled requisitions.
 - c. changes which have been made in purchasing procedures including equipment and supply lists.
 - d. current regulations concerning replacement of stolen equipment, and copies of such bulletins shall be placed in staff rooms for the information of teachers.
 - e. the procedures to be followed by teachers and administrators covering the disbursement of petty cash funds.
5. In its annual budget the Board shall endeavour to provide an adequate sum to replace worn out equipment.
6. There shall be a revolving sum in each school of at least \$50.00 readily available for teachers for the approved purchase of miscellaneous supply items.

D.43. SCHOOL LIBRARIES**

1. Recognizing that in an age of increasing individualized instruction the library plays a central role in the educational process, as well as serving as a resource centre, it is mutually agreed between the parties that as an objective, and wherever possible the libraries shall be of an adequate size, amply stocked and staffed. It is understood, however, that this is to be done bearing in mind the need to maximize educational benefits with the resources available at any time. In accordance with this the following criteria shall be established:
 - a.
 - i. Qualifications:
 - 1) Elementary – A minimum of six units of library training to be raised to a minimum of 12 units.
 - 2) Secondary – A minimum of 12 units of library training.
 - ii. Assignment: Teachers assigned as teacher-librarians shall not have other subjects allotted during their library assigned time, nor shall the assigned library time be used to provide non-instructional time.
 - b. LIBRARY ASSISTANTS
 - i. The Board agrees that the provision of library assistant service to schools enhances the use of the professional skills of the teacher-librarian. Library assistants shall only perform duties and responsibilities outlined in their job description and will be under the general supervision of the Principal and teacher-librarian.
 - ii. Where the B.T.A. feels it desirable, consultation will be held regarding the process of appointing library assistants and/or their reassignment recognizing, however, the existence of a Board/C.U.P.E. Collective Agreement. Notification of such a meeting will be provided to C.U.P.E. Local 379 which may have in attendance two representatives.
2. GENERAL

Library policies for each school shall be determined cooperatively by the Principal, librarian and teachers. The policy shall reflect the educational philosophy and objectives of the instructional program of the school and district.

[Note: See also D.3 Non-Enrolling Staffing Ratios]

D.44. FIELD EXPERIENCES

1. The purpose of field experiences is to provide pupils with realistic experience which cannot be presented effectively within the classroom setting. When undertaken, field experiences are to be organized as an extension of the classroom instructional program. Field experiences, therefore, must be justifiable in terms of educational purpose.

2. PUBLIC LIABILITY

In line with the School Act and existing Board policy, the Board agrees to carry public liability insurance for licensed motor vehicles used by teachers who choose to use their vehicles for school-related activities.

D.45. FUND RAISING**

1. DEFINITION

- a. Funds raised involving most members of the staff and student body.
- b. Funds raised by “special interest groups” involving departments, clubs, athletic groups, etc., but not including student council funds.

2. THE DETERMINATION OF FUND RAISING ACTIVITIES

- a. Proposals for the raising of school funds shall be decided by the Principal and the teaching staff.
- b. Teacher participation in fund raising projects shall be voluntary. (Refer to D.32.3)
- c. Where students have assisted in raising school funds they shall be involved in decisions as to disbursement of these funds.

3. See School Finance Committee, Article H.32, for allocation and disbursement of funds.

D.46. SCHOOL FUNDS**

- 1. The Board shall provide to each Principal a monthly computer printout of all school accounts at least to the extent currently provided. This printout shall show all monies allocated to the varied accounts, monies spent to date and amounts remaining.

2. INFORMATION ON AVAILABILITY OF FUNDS

It shall be a standard procedure in each school to have this information shared with the school finance committee and posted monthly.

D.47. ADMINISTRATION OF SCHOOL FUNDS**

When funds are allocated to schools or specific departments within schools, the following shall apply:

1. At the secondary level:

- a. Where instructional funds are provided to the school by the Board, they shall be administered by the Principal, who shall determine appropriate allocations through a well-defined process incorporating staff input. Ideally, this decision-making process would be consensual in nature.
- b. Where instructional funds are provided by the Board for use by a specific department, they shall be administered by the department head in consultation with the Principal.

Appropriate allocations shall be determined through a well defined process incorporating input from staff concerned. Ideally, this decision-making process would be consensual in nature.

2. At the elementary level:

Where instructional funds are provided to the school by the Board, they shall be administered by the Principal, who shall develop the appropriate allocations through a well-defined process incorporating staff input. Ideally, this process would be consensual in nature.

D.48. COMMERCIALISM IN THE SCHOOLS**

It is the desire of the parties to discourage the use of schools and the pupils to further or promote any enterprise which results in profit to any organization of a private or public nature, notwithstanding any profit that may accrue to the school fund. The Board and the Association therefore agree:

1. The schools shall not participate in any activities which promote private enterprise and profit and which do not extend a direct and/or educationally valuable service to the pupil.
2. School pictures may be taken where the need is expressed and in accordance with Board policy.
3. Certain public charitable organizations may be granted access to the schools, but only with permission of the Board and school staff.
4. If there is doubt as to the suitability of a proposed activity or in the event that a teacher or the B.T.A. has concerns about an activity of a commercial nature, then the Parties agree to meet upon request.

D.49. HEALTH AND SAFETY

1. STATUTORY COMPLIANCE

The parties note that the Workers' Compensation Act and Regulations and the Occupational Health & Safety Regulations and other Statutes of the Province of British Columbia pertaining to the work environment, must be complied with.

2. All Worksite Joint Health and Safety Committees will function as per the requirements of the Worker's Compensation Act. This includes all reporting requirements such as publishing minutes and assurance that BTA members will be provided the opportunity to participate in relevant inspections and investigations
3. Where an employee acts in compliance with Section 3 of the Occupational Health & Safety Regulations, they shall not be subject to discriminatory action as defined by the Workers' Compensation Act.
4.
 - a. The Parties acknowledge that working conditions must comply with a number of statutes and regulations that address the work environment and will operate cooperatively within the mechanisms established to address such matters including cleanliness, temperature, ventilation, lighting, air quality.
 - b. The BTA may raise the following two concerns with the Secretary-Treasurer or designate and request a meeting if actions outlined in below are not resolved at the school level:
 - temperatures that are below 18 Degrees Celsius or above 27 Degrees Celsius.
 - classrooms that do not meet building standards for lighting.

5. School-Based Worksite Joint Health and Safety Committees

- a. All Schools sites shall ensure that members representing the employees and the employer on their respective Health and Safety Committees are selected at the beginning of each school year and meet monthly, from September to June, as per the Workers' Compensation Act and Regulations.
- b. Teachers who have concerns regarding occupational health and safety must report them to the school Principal/building administrator for immediate action and to the Worksite Joint Health and Safety Committee for follow up.
- c. Teachers may raise the following concerns with their school principal/building administrator:
 - Washrooms that are not functional or unsanitary.
 - Waste accumulation that may cause unsanitary conditions.
- d. Health and safety concerns falling within the jurisdiction of the Workers' Compensation Board of BC which were unresolved at the local on-site Health and Safety Committee level shall be referred to the District Health and Safety Committee. BTA membership on the District Health and Safety Committee includes up to two (2) members and two (2) alternates.

SECTION E: PERSONNEL PRACTICES / WORKING ENVIRONMENT / PROFESSIONAL DEVELOPMENT

E.1. NON-SEXIST ENVIRONMENT *[Provincial]*

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.

E.2. HARASSMENT/SEXUAL HARASSMENT *[Provincial]*

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.

E.3. to E.20. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

E.21. PROFESSIONAL RESOURCES

It is agreed that the Schou Education Centre will act as a resource centre, a film library, a teachers' professional library and a professional development centre and that it, or a comparable alternative, will continue to exist during the term of this agreement.

E.22. DETACHED DUTY

Application for detached duty must be made in advance to the secretary of the Detached Duty Committee.

1. DETACHED DUTY - DEFINITION

For the purposes of this agreement, "Detached Duty" shall be defined as follows:

- a. Attendance at an educational conference, seminar, workshop, in-service course or other approved educational activity, either:
 - i. on the applicant's own time
 - ii. during regular school hours when leave of absence is granted.
- b. Attendance at a course at a recognized educational institution which will benefit their teaching but which will not lead to improved certification.

E.23.* DETACHED DUTY FUNDS

1. The Board shall annually establish a fund for the purpose of promoting professional development of the teaching staff of the school district.
2.
 - a. The Board shall place in this fund an amount at least equivalent to three times the amount of a Category 5 maximum salary.
 - b.* The Board shall place an amount per year, listed below, for each adult education teacher (headcount) for the use of adult education teachers. This amount shall be increased by the same percentage as any general wage increase.

| | |
|------------------------|---------|
| Effective July 1, 2019 | \$1,919 |
| Effective July 1, 2020 | \$1,957 |
| Effective July 1, 2021 | \$1,996 |
3. The Detached Duty Funds as established by the Board shall be controlled and administered by the Detached Duty Committee and there will be a monthly report to the Board.
4. The chairperson of the Detached Duty Committee shall be provided with one afternoon per week release time to conduct committee business. This person shall be replaced at Board expense by a teacher-teaching-on-call. Such costs shall be in addition to E.23.2. above.

E.24.* NON INSTRUCTIONAL DAYS

The Parties recognize that non-instructional days are desirable and effective in that they provide time to enhance the professional skills of staff and ensure that appropriate professional development activities take place.

1.
 - a. All of the available non-instructional days as prescribed in the School Calendar shall be used for K-12 teacher professional development activities.
 - b.* Adult education teachers may apply for and receive payment for attendance at the district professional development day.
2. Non-instructional days shall be considered as instructional days for salary purposes.
3. The Board shall have the right to approve such non-instructional days' professional development activities as are planned by a school staff or the local association. Upon request, reasons for a decision of the Board will be provided.

E.25. PARENT/TEACHER CONFERENCES**

1. For the purpose of providing parents or guardians with information in respect of the pupils' school progress, attendance, punctuality and to provide staff planning time, release time at least equivalent to four early dismissals shall be available for parent/teacher conferencing and reporting, such time to be provided within the instructional timetable of the total days in session.
2. Release time for parent-teacher conferencing and reporting may be achieved by:
 - a. an alternative method of staff assignment;

- b. early dismissals;
 - c. any other suitable procedure if agreed to by the Board.
3. The Board shall have the right to approve the method of achieving the required release time.

E.26. CURRICULUM IMPLEMENTATION

- 1. When new curriculum is being introduced to a school or to the school district, it shall be the responsibility of the Board to provide the resources and in-service to implement the curriculum.
- 2. Time for such curriculum implementation shall not be taken from non-instructional days unless agreed to by a staff.

E.27. PROFESSIONAL GROWTH TIME

The parties agree that the allocation of resources for professional growth time shall be consistent with the goals of the Professional Growth Program to continually improve instruction in the district through the active involvement and reflective self-assessment of each teacher.

- 1. The parties agree that:
 - a. Collaborative processes which promote teamwork and teacher interaction should be encouraged.
 - b. Guidelines and processes should be developed by school staffs for utilizing the time that is made available at the school level which:
 - i. provide reasonable equity of time,
 - ii. maximize the benefits of release time,
 - iii. encourage participation in collaborative activities, and
 - iv. attempt to minimize disruption to student programs.
- 2. When professional growth plans require the teacher to be away from the school/site, the "Request for Approved Absence" form shall be completed and submitted at least two weeks in advance. The application shall be submitted in the context of the applicant's professional growth plan and shall indicate how the time requested and proposed activity relate to the objective of the plan.
- 3. The Board recognizes that a commitment of time is essential to the success of the program.

E.28. ELEMENTARY/SECONDARY/ADULT EDUCATION LIAISON

Where a demonstrated need exists for greater program coordination between elementary and secondary schools, or between secondary schools and Adult Education programs, the Board may, on the recommendation of the Superintendent, grant teachers time free from teaching to discuss such matters as may be deemed relevant.

SECTION F: NO COMMON PROVINCIAL ARTICLES (FORMERLY LEAVES OF ABSENCE)

Note: There is currently no common Provincial article for this section. This section was formerly Leaves of Absence. Leaves of Absence have now been moved to Section G.

SECTION G: LEAVES OF ABSENCE

G.1. PORTABILITY OF SICK LEAVE [Provincial]

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 credits 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.)

G.2. COMPASSIONATE CARE LEAVE [Provincial]

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.)

G.3. EMPLOYMENT STANDARDS ACT LEAVE [Provincial]

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.

G.4. BEREAVEMENT LEAVE [Provincial]

Article G.4 Bereavement Leave does not apply in SD 41 (Burnaby). See Article G.28 Leave of Absence for Bereavement.

G.5. UNPAID DISCRETIONARY LEAVE [Provincial]

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.48 Discretionary Leave.]

G.6. LEAVE FOR UNION BUSINESS [Provincial]

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. For the purposes of leave for union business, Article G.6.1.a and G.6.2–G.6.8 are not applicable in School District No. 41 (Burnaby)].

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

Elected union officer release

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

[See also Article G.30 Leave of Absence for BTA President, G.31 Leave of Absence for other BTA Officer(s) and G.32 Release Time For BCTF, CTF, WCOTP, Teacher Regulation Branch.]

G.7. TTOCS CONDUCTING UNION BUSINESS *[Provincial]*

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.

G.8. TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM *[Provincial]*

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

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.

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.

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.

G.12. to G.20. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

G.21.* LEAVE OF ABSENCE

1. Applications for leave of absence shall be administered by the designated agent of the Board, subject to the following provisions. In processing applications for leave of absence, one of the primary considerations shall be the impact such leave of absence may have on the classroom learning situation. Leave of Absence appeal provisions for those requests referred to the Leave of Absence Committee are noted under the Leave of Absence Committee article of this agreement. Applicants shall use the "Request For Approved Absence" form except in the case of normal sick leave. All copies of this form shall be submitted to the Superintendent of Schools through the

Principal of the applicant's school. Such applications shall be submitted in advance, unless this is impossible because of the nature of the cause of the absence. The teacher is responsible for calling the teacher-teaching-on-call office clerk at the School Board Office to arrange for a teacher-teaching-on-call to be provided if one is required, and this shall be done as far in advance as possible.

The Board and the Association agree that leave of absence shall be granted according to the following provisions.

2.* ADULT EDUCATION

- a. Adult education teachers shall submit applications for leaves of absence to their supervisor using the approved Leave of Absence Request Form except in the case of normal sick leave.
- b. Adult education teachers shall make arrangements for a replacement consistent with the provisions of Article C.23.2.

G.22.* SICK LEAVE

1. CUMULATIVE SICK LEAVE

- a. When a teacher on contract is unable to work for medical reasons no deduction from pay shall be made until the expiry of the employee's accumulated sick leave credits.
- b.
 - i. Full time teachers will earn 1-1/2 days of sick leave credits for every calendar month in which the teacher works or is paid (i.e. employer funded) for at least half of such month.
 - ii. In the case of a teacher on an unpaid leave(s) of absence(s) totalling twenty (20) or more working days, a pro rata adjustment will be made, if applicable, at the end of the school year. Such adjustment will be rounded up to the nearest 1/4 day.
- c. Upon commencement of work each school year, a full time teacher, scheduled to work the full year, will receive an advance of 9 sick leave credits for the full year (pro rated if working less than the full year or less than 1.0 FTE). Additional sick time will be advanced at the rate of 1.5 sick days per month from March to June of the school year, providing for a total of 15 sick days in any given school year. Any unearned sick leave payments made to a teacher may be recovered by the Board prior to the teacher leaving its employ or prior to the teacher going on a long term unpaid leave.
- d. Part time contract teachers will be entitled to sick leave credits on a pro rata basis to that of a full time teacher.
- e. The Board agrees to extend the above sick leave credits by five days annually during the first six years of employment (pro-rated for part-time teachers and pro-rated for non-active service). The cumulative total at the end of six years (maximum 120 days) is carried forward into the seventh and eighth year during which no further sick leave credits are accumulated. Thereafter, sick leave shall accumulate on the basis of fifteen days per year. (Sick leave can be used up in the first six years and the teacher can be without sick leave for up to two years).

This allows for 120 sick leave days to be accumulated over the first eight years of teaching. This article is intended to build up a more substantial sick leave bank in the first six years of teaching.

- f. The number of days for which a teacher may be allowed full pay under this clause in any one school year shall not exceed 120.
- g. A statement of cumulative sick leave as at September 1st of each year shall be provided to each teacher within the last four months of the calendar year.
- h. Applications for leave of absence for illness in excess of that granted by the above shall be made to the leave of absence committee which shall make recommendations to the Board. The Board agrees to implement wherever possible recommendations of the leave of absence committee. In the event that the Board fails to implement a recommendation, it shall give to the Association written reasons therefore; and the Association shall have the right to make representations to the Board with respect to its decision.

2. SICK LEAVE –TEACHERS-TEACHING-ON-CALL

- a. This provision shall be effective September 1, 1991.
- b. A teacher-teaching-on-call who has completed at least 50 teacher-teaching-on-call days of work in the district will thereafter earn a sick leave credit of 3/4 of a day for every biweekly pay period in which the teacher-teaching-on-call works in the district at least half of that biweekly pay period. The maximum number of teacher-teaching-on-call sick leave credits accumulated shall not exceed 15 in any school year.
- c. Teacher-teaching-on-call sick leave credits shall accumulate and be kept separate from sick leave credits earned while on contract. Such credits will remain in the teacher-teaching-on-call's sick leave bank until there has been a two year break in teacher-teaching-on-call service.
- d. A teacher-teaching-on-call while being paid on scale on any teacher-teaching-on-call assignment, will be eligible to utilize their teacher-teaching-on-call service.
- e. Eligibility for paid sick leave will cease when the teacher the teacher-teaching-on-call was assigned to replace returns or upon the completion date of the assignment, whichever occurs first.
- f. The number of days for which a teacher may be allowed sick leave shall not exceed 120 in any school year inclusive of teacher-teaching-on-call sick leave.
- g. Upon request, a teacher-teaching-on-call will provide a medical certificate in support of a sick leave claim.

3. RECOVERY OF SICK PAY - INSURANCE SETTLEMENTS

When an employee who has received sick pay from the Board while recovering from an accident makes claim for wages lost, time lost from work or sick leave credits and is later paid for such time as part of a settlement, those monies shall be repaid to the School Board. The Board will then reinstate all days lost from the employee's sick bank.

4. *SICK LEAVE – ADULT EDUCATION TEACHERS

- a. The Board shall establish a sick leave bank for adult education teachers separate from any sick leave bank for K-12 teachers. Sick leave credits earned by adult education teachers under this clause will be placed in their Adult Education sick leave bank and used exclusively to cover absences due to illness from Adult Education courses or programs.

When an adult education teacher on contract is unable to work for medical reasons, no deduction from pay shall be made until the expiry of the employee's accumulated sick leave credits, subject to f., below.

- b. Deductions shall be made from accumulated sick leave on the basis of one (1) hour of sick leave for each contract hour of absence.
- c. Adult education teachers will earn 0.075 sick leave hours for each contract hour worked, to a maximum of 75 hours of sick leave credits per teaching year.
- d. Upon commencement of work each September, a full-time continuing contract adult education teacher will receive an advance of the sick leave credits that will be earned for the full year (pro-rated if the continuing contract appointment is less than full-time).
- e. Upon commencement of work in each term, an adult education teacher on a term contract will receive an advance of the sick leave credits that will be earned during their assignment(s) for that term.
- f. Any unearned sick leave payments made to an adult education teacher may be recovered by the Board prior to the teacher leaving its employ or going on a long term unpaid leave.
- g. The number of hours for which an adult education teacher may be allowed their normal pay under this clause in any one teaching year shall not exceed 600 hours.
- h. A statement of cumulative sick leave, expressed as hours, as of September 1 of each year will be provided to each adult education teacher no later than the end of the calendar year.
- i. The provisions of G.22.2 will not apply to adult education teachers.
- j. **ADULT EDUCATION TEACHER REPLACEMENTS**
 - i. An Adult Education Teacher Replacement who has completed at least 50 call-out days of work in the district will thereafter earn a sick leave credit of .075 hours for each hour worked in a bi-weekly pay period in which the replacement works in the district at least half of that bi-weekly pay period.
 - ii. Adult Education Teacher Replacement sick leave credits will accumulate and be kept separate from sick leave credits earned while on contract. Such credits will remain in the replacement's sick leave bank until there has been a two-year break in replacement service.
 - iii. An Adult Education Teacher Replacement, while being paid on scale on any replacement assignment, will be eligible to utilize their sick leave credits.
 - iv. Eligibility for paid sick leave will cease when the teacher being replaced returns or upon the completion date of the assignment, whichever occurs first.
 - v. The provisions of G.22.4.g will apply.
 - vi. Upon request, an Adult Education Teacher Replacement will provide a medical certificate in support of a sick leave claim.
- k. The provisions of G.22.3 will apply to adult education teachers.

- I. Pre-Inclusion Banks
 - i. Sick time accrued prior to the inclusion of adult education teachers in this contract, shall be retained in a special bank to be used on an hourly basis only when the adult education teacher sick leave bank is exhausted, and the teacher has not exceeded the limitations in G.22.4.g.
 - ii. As of the date of inclusion of adult education teachers in this agreement, the Board will convert each adult education teacher's current entitlement to hours based on each teacher's FTE appointment levels during each of the years their sick leave was earned.
 - iii. The Board will notify each adult education teacher the amount of their entitlement and the basis on which it was converted no later than April 1, 2004.
- m. The provisions of G.22.1.h will apply.
- n. Transition Bank
 - i. If an adult education teacher ceases to teach in the Burnaby School Board Adult Education system but accepts a teaching assignment in the Burnaby School District K-12 system, the teacher will be permitted to transfer up to the equivalent of 150 hours of earned unused sick leave hours from their Adult Education sick leave bank, provided that they have exhausted their K-12 sick leave bank. Such hours will be converted on the basis of hours constituting a day.
 - ii. If a K-12 teacher ceases to teach in the Burnaby School Board K-12 system but accepts a teaching assignment in the Burnaby School District Adult Education system, the teacher will be permitted to transfer up to the equivalent of 30 (30) unused sick leave hours from their K-12 sick leave bank, provided that they have exhausted their Adult Education sick leave bank. Such hours will be converted on the basis of 1 day constituting 5 hours.
 - iii. Provided there is no intervening termination of employment, an adult education teacher or a K-12 teacher will not lose their accumulated sick bank by taking an assignment in the other Burnaby School District teaching system.

G.23. COMMUNICABLE DISEASE**

A teacher who contracts a communicable childhood disease such as measles, mumps, or chicken pox, shall not have days absent deducted from their sick leave, provided that the Medical Health Officer certifies that there are other cases of the disease in the school or the district, to which the teacher may have been exposed.

G.24. PREGNANCY/COMMUNICABLE DISEASE

In the event that the Medical Health Officer certifies that there are cases of communicable childhood disease such as measles, mumps or chicken pox and a pregnant teacher is advised by their doctor to be absent from work because of risk of exposure, then the Board will either reassign the teacher to an assignment where the teacher will not be at risk beyond that present in the community at large or allow them to be absent without deduction from their sick leave. Such reassignment or leave shall continue until the teacher is no longer at risk or until the start date of their maternity leave, whichever comes first.

G.25. ILLNESS OF A THIRD PARTY

1. Upon approval, a teacher shall be granted leave of absence with a deduction at a rate of cost of a teacher-teaching-on-call, because of illness of a member of the family or of any close personal relationship.
2. For special circumstances, the Board acting upon the recommendations of the B.T.A. representatives on the Leave of Absence Committee and upon request of the applicant, shall grant leave of absence with pay provided such leave can be charged to the applicant's accumulated sick leave credits.

G.26.* MATERNITY AND PARENTAL LEAVE

1. The provisions of the *Employment Standards Act* will apply to this agreement for maternity and parental leave (including adoption) leaves of absence with the period provided therein.
2. Leaves of absence of up to twenty (20) school months will be granted for pregnancy or parenthood. Date of return is coincident with:
 - a. K – 12 Teachers – September 1 or January term opening, or the beginning of a semester
 - b.* Adult Education Teachers – the beginning of an Adult Education term.

Other dates of return will be in accordance with the *Employment Standards Act* or as mutually agreed.

In the case of a return which does not coincide with the commencement of the relevant term or semester as referenced above, the teacher may be reassigned (including on-call assignments) until the end of the term without any loss of regular pay.

3. Leave granted for purpose of pregnancy/parenthood will be contingent upon the person on leave reaffirming in writing their intention to return, each year of leave as follows:
 - a. K – 12 Teachers
 - i. Prior to the date of March 31, if date of return is September 1, or
 - ii. Prior to October 15 if date of return is January 1, or
 - b.* Adult Education Teachers – ten (10) weeks prior to the start of the term in which the teacher intends to return.
4. If notification is not received on or before the dates specified, the right to return to staff is forfeited unless it is beyond the control of the teacher.
5. Teachers terminating employment while on leave of absence under the provisions of this article will notify the Board by:
 - a. K – 12 Teacher – November 30 for termination on December 31, by May 31 for termination on June 30, or
 - a. * Adult Education Teachers – four (4) weeks prior to cessation of employment.
6. Credit for increment shall be granted if a teacher has taught 6 months in a school year in which leave of absence is taken pursuant to the *Employment Standards Act*.

In the event that a teacher teaches at least six months in a school year, then such teacher will receive increment credit for the period of time in which the teacher was on pregnancy/maternity

leave up to a maximum of four F.T.E. months. Increment credit during such leave will be calculated based on the teacher's assignment prior to the leave. Increment credit will not be granted for periods in which the teacher is not on contract.

7. SUPPLEMENTARY EMPLOYMENT BENEFIT (S.E.B.) PLAN MATERNITY LEAVE

S.E.B. Plan benefits will be as follows:

70% for the two-week waiting period
80% for the fifteen-week maternity leave.

G.27. BIRTH, ADOPTION, GUARDIANSHIP

1. Leave of absence shall be granted to a teacher for up to two days for the

- a. birth of a child,
- b. adoption of a child, or
- c. assuming the legal guardianship of a child other than your own.

The first day will be without loss of pay and the second day will be charged at "cost of teacher-teaching-on-call".

- 2. Additionally, leave of absence with full salary shall be granted to a teacher for one school day when the arrival of the child in the home occurs on a school day.
- 3. Upon request, leave of absence at "cost of teacher-teaching-on-call" shall be granted for up to four additional days.
- 4. This provision will not apply to a teacher on maternity leave.

G.28. LEAVE OF ABSENCE FOR BEREAVEMENT

- 1. The Board shall grant leave of absence with pay up to a maximum of five days in the case of the death of a wife, husband, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, or any other close personal relationship if that person lives in the same household.
- 2. Upon the recommendation of the Leave of Absence Committee, the Board shall grant leave of absence with pay for bereavement of persons not covered in G.28.1.
- 3. Where the physical arrangements for the funeral cannot be accomplished in this period the Board, on the recommendation of the Leave of Absence Committee, shall grant a longer period of time.
- 4. Upon approval, and when application has not been made under other provisions of this article, the Board shall grant leave of absence with pay for up to one day to attend the funeral of persons not covered in G.28.1.

G.29. LEAVE OF ABSENCE AS COVERED BY WORKERS' COMPENSATION BOARD

1. Such leave of absence is covered by the Workers' Compensation Act. A teacher who sustains an injury shall receive full salary, for a period not exceeding six (6) months, during the period of absence providing they undertake to return to the Board such sums as are paid by the Compensation Board for the period of absence.
2. Where a contract teacher is entitled to Workers' Compensation benefits, these shall be paid direct to the Board which shall pay the teacher for loss of salary as follows:
 - a. At their regular rate for a period of six months from the initial date of absence from work.
 - b. For any period beyond six months, at their regular rate of pay, with the difference between the compensation benefits and their regular rate of pay being charged to sick leave, (to the nearest quarter day), where such sick leave credits have been earned.
3. The Board of Education is assessed annually a sum of thousands of dollars to cover estimated costs of Workers' Compensation.

If a teacher sustains an injury in the performance of school duties, they should:

- a. Report the matter immediately to the Principal who will complete a Workers' Compensation Form Number 7.
- b. Report promptly any injury sustained while on duty so that if in a subsequent interval of time the initial injury becomes an aggravation or an impairment of the health of the teacher, they will be eligible for such benefits as may be available at the time from this fund.
- c. Advise their doctor, if visited, that the teacher was injured while on duty.

G.30. LEAVE OF ABSENCE FOR B.T.A. PRESIDENT

1. The Board will continue to pay the B.T.A. President while on leave and will maintain all fringe benefits and will make all deductions from the teacher. The B.T.A. will be billed monthly by the Board and the B.T.A. will reimburse the Board monthly for the Board's cost of salary allowance and fringe benefits.
2. The period for which the B.T.A. President is on leave will be counted for salary purposes as teaching experience.
3. Upon return from leave, the Board will credit their sick leave bank with the number of days which the B.T.A. President would have earned on normal assignment with the Board during the period of leave, less any days of illness during the period of leave up to the maximum which can be accumulated during the period.

[Note: For granting of B.T.A. President release, see Article G.6 Leave for Union Business.]

G.31. LEAVE OF ABSENCE FOR OTHER B.T.A. OFFICER(S)

1. The Board will continue to pay the B.T.A. Officer while on leave, will maintain all fringe benefits and will make all deductions from the teacher. The B.T.A. will be billed monthly by the Board and the B.T.A. will reimburse the Board monthly for the Board's cost of salary allowance and fringe benefits.

2. The period for which the B.T.A. Officer is on leave will be counted for salary purposes as teaching experience.
3. Upon return from leave, the Board will credit their sick leave bank with the number of days which the teacher would have earned on normal assignment with the Board during the period of leave, less any days of illness during the period of leave up to the maximum which can be accumulated during the period.

[Note: For granting of elected union officer release, see Article G.6 Leave for Union Business.]

G.32. RELEASE TIME FOR BTA, BCTF, CTF, WCOTP, TEACHER REGULATION BRANCH

1. Upon approval, a teacher who is a member of a committee or task force of either the CTF, the World Confederation of Organizations of the Teaching Profession, the Teacher Regulation Branch, or who is an association staff representative, shall be entitled to release time from instructional duties without loss of pay to carry out the duties involved. Such leave shall not be unreasonably denied.

Such release from duties shall be granted subject only to the Board being reimbursed for the cost of the teacher-teaching-on-call.

2. In the event that a contract teacher is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the federation, leave of absence of up to two years without pay will be granted for the duration of those duties. The leave will commence at school year end. The teacher will be entitled to return to the employ of the Board provided written notice is given by March 31. The teacher will return at the commencement of the school year unless mutually agreed otherwise, the teacher will receive experience and seniority credit for the time absent.

[Note: See also Article G.6 Leave for Union Business.]

G.33. LEAVE FOR MINISTRY BUSINESS

Upon approval, leave of absence with full salary shall be granted to teachers to work for the Ministry of Education. Such leave will be subject to operational needs and not be unreasonably denied.

Such release from duties shall be granted subject to the Board being reimbursed for the cost of the teacher.

G.34. B.T.A./BOARD

1. BOARD/B.T.A. NEGOTIATIONS

- a. When negotiations take place during working hours, up to five members of the B.T.A. negotiating committee shall be given leave without loss of pay. After the Board has paid for 75 days for the negotiation of an agreement, the cost of all subsequent leaves will be borne by the B.T.A., calculated at the rate of “cost of teacher-teaching-on-call”.
- b. In addition, three more members will be given leave during all stages of negotiations at “cost of teacher-teaching-on-call” to be borne by the B.T.A.

2. BOARD/B.T.A. JOINT COMMITTEE MEETINGS

Upon approval, leave with full salary shall be granted teachers involved in joint B.T.A./Board committee meetings.

G.35. EDUCATIONAL LEAVE

In order to allow successful applicants and the Board adequate time to plan and prepare for extended leave of absence, all applications for Educational Leave must be submitted by March 31st for leave commencing the following September or January. An “Educational Leave of Absence” application form (which may be obtained from the School Board Office) should be submitted to the “Secretary of the Leave of Absence Committee”.

1. Up to one percent of the members of the Association per school year shall be granted educational leave but no fewer than 6 F.T.E. leaves will be granted provided that sufficient numbers of members apply who meet the criteria.
2. Members of the Association granted such leave shall be paid 60 percent of their salary for the period of time for which leave is granted and the Board shall continue payment of their medical services fees, group life insurance fees and pension fund contributions, as well as grant an increment for salary purposes.
3. The selection of candidates for educational leave shall be made by the Leave of Absence Committee. The Board agrees to implement wherever possible recommendations of the Leave of Absence Committee. In the event that the Board fails to implement a recommendation, it shall give to the Association written reasons therefore; and the Association shall have the right to make representations to the Board with respect to its decision.
4. The major criteria to be employed by the Leave of Absence Committee in selecting candidates for educational leave shall be as follows:
 - a. That educational leave shall be granted with the aim of furthering excellence of instruction in Burnaby.
 - b. That the selection of candidates for educational leave shall be based upon the degree to which the granting of such leave will result in an educational benefit to the Burnaby school system. Areas of need will be indicated by the Board to the committee and to the teaching staff at least three teaching months prior to the applicable closing date for application.
 - c. That educational leave shall be granted for the purpose of furthering formal education, or gaining professional experience, or of undertaking other programmes approved by the Leave of Absence Committee and the Board.

- d. That the selection of candidates for educational leave shall be based in part upon the candidate's return to the Burnaby school system after the completion of such leave.
- e. Candidates for educational leave must have proven their professional competence within the Burnaby school system.
- f. In general, a member of the Association must have taught in the District for a minimum of five years in order to have an application for educational leave approved.

G.36. LEAVE OF ABSENCE TO ATTEND SUMMER SESSIONS AT UNIVERSITIES

Upon approval, teachers with five years' experience or more in the District shall be granted leave with full salary for up to five days to attend summer sessions which begin prior to the completion of a school term. Leave of absence may be granted to teachers with less than five years' experience in the District with no salary for the days absent. Teachers shall be reimbursed for such deductions on the pay cheque following their return to work in Burnaby.

G.37. LEAVE OF ABSENCE TO WRITE EXAMINATIONS, DEFEND THESIS, OR ATTEND CONVOCATION

Leave of absence of at least half of one day with full salary shall be granted in order to allow a teacher to undergo an examination in an approved course, defend a thesis or to attend their convocation ceremony.

Applicants requiring more than one-half day should state reasons.

G.38. LEAVE OF ABSENCE RELATED TO PROFESSIONAL GROWTH

1. ATTEND CONFERENCES

Upon approval, leave with pay shall be granted to teachers attending conferences deemed to be beneficial to the teacher's professional growth and in the performance of their duties. A similar policy will be followed with respect to teachers who attend conventions as speakers or participants in an official capacity.

2. SCHOOL VISITATIONS

Upon approval, leave with pay shall be granted teachers who visit and observe learning situations.

G.39. LEAVE OF ABSENCE TO ATTEND COMPETITIONS – PARTICIPANTS WITHOUT SALARY REMUNERATION**

- 1. Upon approval, leave of absence shall be granted to a teacher to participate in outside athletic competitions. Deductions for such absence shall be made at the rate of "cost of teacher-teaching-on-call".

2. Upon approval, leave of absence shall be granted to a teacher to participate in other competitions when they are sanctioned at a national or international level and the area of competition could be considered job related (including curriculum and extra-curriculum). Deduction shall be at "cost of teacher-teaching-on-call". Notwithstanding this provision, teachers may apply pursuant to G.48, or G.49, for other levels of competition and/or when not job related.

G.40. LEAVE OF ABSENCE - COMPETITIONS**

Where a teacher coaches a school team or group of students

- other than at a school where the teacher is normally scheduled to work or,
- at the primary level and normally teaches at the intermediate level, or vice versa,

then, upon approval, leave of absence without loss of pay will be granted to a teacher to attend athletic competitions and other school district sponsored competitions.

G.41. LEAVE OF ABSENCE FOR SHORT PERIODS OF EDUCATIONAL TRAVEL UNDER SPECIAL CIRCUMSTANCES

Upon approval of the Leave of Absence Committee, leaves of absence shall be granted at the rate of "cost of teacher-teaching-on-call" to teachers on contract to cover short periods when transportation timetables and/or availability of transportation makes such approved educational travel desirable.

G.42. LEAVE OF ABSENCE FOR EDUCATIONAL TRAVEL

Upon approval of the Leave of Absence Committee, requests for leave of absence shall be granted, without pay, for up to a one year period for educational travel directed towards professional growth.

G.43. ABSENCE FROM SCHOOL BECAUSE OF TRANSPORTATION FAILURE

After every reasonable effort has been made, teachers who are prevented from attending school because of an unexpected breakdown in transportation facilities shall be deducted at the rate of "cost of teacher-teaching-on-call".

G.44. LEAVE OF ABSENCE IN ORDER TO APPEAR IN COURT

1. Such leave shall be granted at the rate of "cost of teacher-teaching-on-call" if the teacher is a party to the court action.
2. Such leave, including jury duty, shall be granted, with full salary, if the teacher is subpoenaed. Witness fees, if received, must be paid to the Board.

G.45. LEAVE OF ABSENCE FOR BUSINESS REASONS

Upon approval, teachers shall be granted leave of absence without pay for business reasons.

G.46. MILITARY LEAVE

Upon approval, leave shall be granted with full salary, conditional upon the teacher making adjustments to the Board in relationship to the amount of pay received by that person while on military leave.

G.47. LEAVE FOR RELIGIOUS HOLIDAY

Upon request, to a maximum of three days during any school year, a teacher shall be granted, at “cost of teacher-teaching-on-call”, leave of absence for the purpose of observing a specific religious holiday.

G.48.* DISCRETIONARY LEAVE

1. A contract teacher may utilize two days as discretionary days of leave during the school year with deduction at “cost of teacher-teaching-on-call” provided that:
 - a. the teacher provides as much notice as possible of the date of leave,
 - b. the leave will not be added to other absences without the approval of the Board,
 - c. these days shall not be taken at the beginning or end of the school year or term, or to extend the Winter Break or Spring Break,
 - d. a teacher-teaching-on-call is expected to be available.

2. Discretionary leave shall not be cumulative.

3. Upon approval of the Leave of Absence Committee, and after the teacher has used their discretionary leave, teachers shall be granted leave of absence at cost of teacher-teaching-on-call to attend to serious and compelling personal matters where such matters cannot be addressed outside the school day or school term.

A teacher requesting leave of absence at cost of teacher-teaching-on-call because they must take part in a required educational undertaking during a school day in order to complete a formal educational program related to their teaching shall not be required to first use their discretionary days.

4. Upon approval, teachers shall be granted leave of absence without pay for other personal reasons.

5.* ADULT EDUCATION TEACHERS

Adult Education teachers may request time off without pay to attend to serious and compelling personal matters where such matters cannot be addressed outside the teacher’s instructional schedule.

With the approval of the teacher’s direct supervisor, the adult education teacher may reschedule their class and there shall be no loss of pay.

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

G.49. LEAVE OF ABSENCE FOR OTHER REASONS FOR ANY LENGTH OF TIME

Leave of absence applications for other reasons shall be made to the Superintendent's Office. Where the request for leave has been received such that the Leave of Absence Committee and the Board are able to provide an answer prior to the leave, then the matter will go to the Leave of Absence Committee for recommendations to the Board. In the event that there is not sufficient time before the date of the requested leave, then the leave will be dealt with by a member of the Superintendent's office.

G.50. DEFERRED SALARY LEAVE PLAN

The Burnaby Teachers' Association and the Burnaby School Board have agreed to maintain a Deferred Salary Leave Plan. Teachers may obtain information regarding the Deferred Salary Leave Plan in the Burnaby Teachers' Association Staff Representative Manual or from the Burnaby School Board. The following are highlights of the Plan.

1. ELIGIBILITY

Teachers on continuing contract who have the equivalent of five full-time years of service with the Board may join.

2. APPLICATIONS

Applications must be submitted to the Deferred Salary Leave Plan Committee at Burnaby School Board by March 31.

Applicants will be advised by May 15 of the approval or disapproval of their entry in the Plan. The number of teachers entering the Plan will be determined on a year by year basis by the Board.

3. CONTRIBUTION PERIOD

Applicants may choose to work for three, four or five years at a reduced salary to be paid for the subsequent year of leave.

If a teacher intends to take leave in the fourth year, then the annual deductions shall be 25% for each of three years of salary deferral.

If a teacher intends to take leave in the fifth year, then the annual deductions shall be 20% for each of four years of salary deferral.

If a teacher intends to take leave in the sixth year, then the annual deductions shall be 16 2/3% for each of five years of salary deferral.

4. COST OF PLAN

All costs related to the Plan, other than School Board administrative expenses, are charged to the Plan.

5. BENEFIT COSTS

During the years of salary deferment, benefit deductions (e.g. medical, dental, etc.) will be based on full salary. However, deductions for CPP, EI and Income Tax will be based on salary less deferred contribution.

A participant will pay the full premium costs for all benefits for which the employee wishes to be covered and for which the teacher is eligible or required to participate in under the circumstances.

6. SUSPENSION AND WITHDRAWAL

A teacher may temporarily suspend their participation in the Plan for a school year subject to Board approval. With prior approval of the Deferred Salary Leave Plan Committee, a teacher may withdraw from the Plan any time prior to the May 31 which precedes the scheduled leave. In this case, funds invested will be payable to the teacher within sixty days.

SECTION H: COMMITTEES

H.1. TO H.21. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

H.22. ANCILLARY SERVICES COMMITTEE

1. It is agreed between the parties that it is in the best interests of education within the District of Burnaby to involve the Association directly in any major restructuring of any educational ancillary service.
2. To this end, it is further agreed that when either party requests a committee, it shall be established.
 - a. COMPOSITION
 - i. Board representatives to consist of the Superintendent or nominee, and the Secretary-Treasurer or nominee, and one other.
 - ii. Association representatives four nominees. Both the Board and the Association may each appoint resource persons who may attend committee meetings to assist, but shall have no vote.
 - b. The committee, when established, shall elect annually a chairperson and secretary and establish its procedures for the current year.
 - c. The committee, when established, shall meet at least quarterly. Additional meetings may be called as necessary either at the call of the chairperson or at the call of any two members of the committee.
 - d. The committee shall consider:
 - i. (1) the aims and objectives,
 - (2) desirable qualifications of staff,
 - (3) accommodation,
 - (4) materials and supplies of the ancillary programs.
 - ii. Experimental approaches and pilot projects.
 - iii. Interrelation between the ancillary service and the classroom teacher.
 - iv. Current research.
 - v. Full utilization of all community services.
 - vi. Any other relevant matters and report to the Board by December 31st of any year.
 - e. The Board agrees to implement wherever possible the recommendations of the above committee.
 - f. In the event that the Board fails to implement a recommendation, it shall present to the Association written reasons therefore; and the Association shall have the right to make representation to the Board with respect to its decision.

H.23. DENTAL PLAN COMMITTEE

1. There shall be maintained a committee composed of two nominees of the Board and two nominees of the Association to be known as the “Dental Plan Committee”. This committee shall consider matters of interpretation or application of the provisions of the Plan. Upon receipt of notice of request of a meeting from either party, a meeting shall be convened within ten (10) days.
2. In the event that any item cannot be resolved, representation may be made to the Board by the Association.

H.24. DETACHED DUTY COMMITTEE

A Detached Duty Committee shall be maintained and shall be governed by the following terms of reference:

1. The committee shall consist of:
 - a. Burnaby Teachers’ Association — three representatives including the President of the Association or their delegate.
 - b. Burnaby School Board — three representatives.
2. The committee shall be governed by the following procedures:
 - a. The committee shall elect a chairperson and a secretary at the beginning of each school year.
 - b. The committee shall meet at least three times per year, once in each term. Additional meetings shall be held at the request of the chairperson or any three members of the committee.
 - c. Four members shall constitute a quorum provided that two representatives of each party noted in (a) above are present.
 - d. Decisions will be made by majority vote.
 - e. All policies and procedures of the committee shall be published. From time to time, the committee shall issue standard procedure and policy bulletins, not inconsistent with this agreement.
3. PROCEDURE FOR GRANTING DETACHED DUTY
 - a. The major criteria to be employed by the Detached Duty Committee in making decisions re applications shall be the degree to which the granting of detached duty contributes to the educational development of the Burnaby school system.
 - b. The Detached Duty Committee shall have the right to limit the number of applicants attending any one conference, seminar or course approved by the committee.

H.25. INTENTIONALLY LEFT BLANK FOR NUMBERING PURPOSES

H.26. ENVIRONMENTAL STUDIES

1. It is agreed between the Parties that they share a mutual and continuing concern over factors affecting the environment. To this end, it is agreed that from time to time mutual studies shall be undertaken to give effect to this concern. In line with this objective, a joint study shall be undertaken to present proposals and recommendations to the Board, not inconsistent with the provisions of the School Act, upon the request of either Party.
2. The Board agrees to implement wherever possible the recommendations of any study established under this article.
3. In the event that the Board fails to implement a recommendation, it shall present to the Association written reasons therefore; and the Association shall have the right to make representation to the Board with respect to its decision.

H.27. EVALUATION COMMITTEE

An Evaluation Committee shall be maintained and shall be governed by the following terms of reference:

1. The Evaluation Committee shall be composed of two Board officials, one of whom shall be recording secretary of the committee, and four representatives of the Burnaby Teachers' Association.
2. The Evaluation Committee shall meet to consider applications for evaluation of credits as necessary, either at the call of the secretary or a member of the committee.
3. A quorum of the committee shall consist of four members one of whom shall be a Board representative.
4. The Evaluation Committee may from time to time recommend terms of reference for the approval of the Board and the Association.
5. The Evaluation Committee shall, upon request, evaluate:
 - a. applications for placement on Burnaby categories (SB1) of the salary schedule on the basis of additional credits.
 - b. present standing and the acceptability of proposed courses for purposes of placement on the salary schedule.
 - c. related occupational experience other than teaching as outlined in the current Salary and Benefits Section.
 - d. any other form of interrupted teaching experience covered in the current Salary and Benefits Section.
6. Placement on the salary schedule shall be based on criteria contained in the current Collective Agreement, for example: "Where an assortment of credits from various recognized institutions have been claimed, these shall be equated in terms of U.B.C. College of Education credits in the same ratio as determined by the Teacher Qualification Service".
7. Certificates granted by non-university institutions shall be evaluated by the Evaluation Committee upon request.

H.28. PROFESSIONAL DEVELOPMENT COMMITTEES

A. Joint Professional Development Committee

1. The committee shall consist of:
 - a. Burnaby Teachers' Association - four representatives;
 - b. Burnaby School Board - two representatives;
 - c. Burnaby Association of School Administrators - two representatives.
2. The committee shall be governed by the following procedures:
 - a. The committee shall elect a chairperson and a secretary at the beginning of each school year.
 - b. A quorum of the committee shall consist of five members, two of whom shall be from the teacher group.
 - c. Decision of the committee shall be by majority vote.
 - d. The committee shall be responsible for organizing the annual District Wide Professional Day.
 - e. The committee shall be responsible for conducting an assessment of the professional development needs of teachers. Such assessment shall be completed by April 15 annually.
 - f. After analysis of the professional development needs assessment, the committee shall report its findings and recommend priorities for the direction and activities for professional development for the following year.
 - g. These recommendations shall be heard by the Staff Development Team responsible for the delivery of professional development activities and others as agreed to by the Parties.

The Board shall make reasonable efforts within the budgetary allotment to carry out the recommendations of the Committee. When it does not carry out such recommendations, it shall provide reasons, in writing, to the Committee and the Association.

B. School Based Professional Development Committee

1. Each school shall have a school based professional development committee comprised of the Principal or their nominee, and three or more staff members as elected or determined by the staff.
2. The purpose of the school-based professional development committee shall be to plan the activities of the school-based professional days and, if desired by the Principal or their nominee, and agreed to by the members of the committee, assist in planning the administrative professional day.
3. The committee shall be governed by the following procedures:
 - a. The committee will elect a chairperson and a secretary at the beginning of the school year
 - b. The committee will engage staff members at the school to determine the needs for school-based professional development
 - c. If the Principal has concerns with the committee's recommendation, the Principal will consult with the committee. Where an activity recommendation is not approved by the Principal, the Principal shall provide reasons to the committee and/or the staff.

H.29. JOINT PROFESSIONAL GROWTH PLAN COMMITTEE

A Joint Professional Growth Committee shall be maintained.

1. The Committee shall consist of:
 - a. Burnaby Teachers' Association - four representatives;
 - b. Burnaby School Board - two representatives;
 - c. Burnaby Association of School Administrators - two representatives.
2. The Committee shall act as a steering committee to consider processes which support the implementation of the Professional Growth Program (Article C.30.1). These processes may include issues and problems that arise in implementation, proactive initiatives which facilitate the ongoing development of the program, and guidelines for expenditures in support of the Professional Growth Program.

H.30. LEAVE OF ABSENCE COMMITTEE

A Leave of Absence Committee shall be maintained and shall be governed by the following terms of reference:

1. The Leave of Absence Committee shall be composed of three Board officials and three Burnaby Teachers' Association representatives.
2. The Committee shall elect a chairperson and a secretary.
3. The Committee shall meet to consider applicable leave of absence requests as necessary, either at the call of the chairperson or at the call of a member of the Committee.
4. A quorum of the Committee shall consist of four members, one of whom shall be a Board official.
5. Committee approval requires the support of four members of the Committee, otherwise the request will be denied.
6. The Committee members shall make their determinations based on their interpretation of the applicable leave of absence provisions. However, requests are to be evaluated on a case by case basis based on their individual merit.
7. An applicant wishing to appeal a decision of the Committee may appeal the decision to the Committee within 14 days of having been notified of the Committee's decision. If the appeal is not successful, they may request in writing, a meeting with the Board or its designate(s) which shall render a final decision.
8. The applicant may be accompanied by a representative of the Association in all stages of the appeal process.

H.31. OPTIONS IN EDUCATION COMMITTEE

1. It is agreed between the Parties that in the best interests of education in the District of Burnaby there shall be an Options in Education Committee established at the request of either Party to ensure that the Association can be involved directly in any proposal or changes which would cause major alteration to the educational program in a school or the District.

2. a. COMPOSITION
 - i. Board representatives - to consist of three nominees, one of whom shall be the Superintendent of Schools or nominee.
 - ii. Association representatives - four nominees.
 - iii. Both the Board and the Association may each appoint resource persons who may attend committee meetings to assist, but shall have no vote.
- b. The committee, when established, shall elect a chairperson and a secretary and establish its procedures for the current year.
- c. The committee, when established, shall meet at the call of the chairperson or at the call of any two members of the committee.
- d. The committee shall consider:
 - i. programs in other districts,
 - ii. submissions by individual teachers and/or groups of teachers,
 - iii. submissions by parents and/or students,
 - iv. current research,
 - v. the organization of experimental pilot projects,
 - vi. any other relevant matters, and report to the Board by December 31st of any year.
- e. The committee shall receive evaluations of programs implemented and file reports with the Board and the Association for further distribution.
- f. The Board agrees to implement wherever possible the recommendations of the above committee.
- g. In the event that the Board fails to implement a recommendation, it shall present to the Association written reasons therefore; and the Association shall have the right to make representation to the Board with respect to its decision.

H.32. SCHOOL FINANCE COMMITTEE**

1. COMPOSITION
 - a. A school finance committee shall be established at the beginning of each school year.
 - b. At the elementary level, this committee shall be composed of the Principal or their nominee and any number of members elected by the teachers (with the number to be decided by the staff).
 - c. At the secondary level, this committee shall be composed of the Principal or their nominee, one representative from each department, and the teacher-librarian.
 - d. The members of the School Finance Committee shall elect a chairperson and a recording secretary.

2. FUNCTIONS

- a. This committee shall meet at the request of the chairperson or any member of the staff to consider requests for the allocation of school funds.
- b. To review the funding provided to the school for educational materials, supplies, field trips and professional development, exclusive of funds allotted to specific departments.
- c. To make recommendations on the in-school allocation of such funding.
- d. Where particular sections of the school staff and student body are involved in raising funds for a particular interest group within the school, the people involved in raising the money shall meet with the School Finance Committee:
 - i. to inform the committee of the intent to raise funds;
 - ii. to determine allocation of these funds.
- e. To inform the staff on a regular basis of expenditures and balances of all school accounts, including the fund raising accounts.

3. CARE AND CONTROL OF MONIES FROM FUND RAISING

- a. These funds are trust funds and shall be deposited in a bank account in the name of the school, and all cheques drawn on this account shall require two signatures.
- b. A simple accounting system shall be maintained, either single or double entry, depending upon the requirements of the school.
- c. School accounts shall be maintained in a manner consistent with generally accepted accounting principles - i.e. receipts shall be deposited intact and vouchers supporting all disbursements retained on file.
- d. An annual statement shall be published by filing a copy with the Board, the School Staff Committee and posting a copy on the staff bulletin board.

H.33. STAFF COMMITTEES**

Staff Committees shall operate without derogating from the duties and authorities vested in school principals pursuant to the School Act and Regulations. Staff committees are seen to be an effective way of enhancing decision making and establishing collegial responsibility. It is mutually agreed between the Parties that a staff committee shall be established in a school.

1. COMPOSITION

The staff committee shall be composed of the Principal or their nominee and any number of teachers elected by the teachers (with the number to be decided by the staff). The staff of each school shall elect representatives from among their members annually, prior to the last work day in September.

- a. In smaller schools the entire staff may constitute the committee.
- b. It is desirable that the committee should reflect a diversity of the staff.
- c. The school staff shall be responsible for determining the quorum for Staff Committee meetings.

2. FUNCTIONS

- a. To critically examine on the basis of sound educational process, class composition and class size, the utilization of staff including the use of auxiliary school personnel, for the purpose of assisting the administration in determining the most effective utilization of staff resources at the school level.
- b. To conduct studies and make recommendations on the educational philosophy and objectives of the school.
- c. To consider recommendations for changes in curriculum offerings, time tabling, the use of new teaching techniques, media or materials.
- d. To assist in the establishment of policies with respect to student evaluation procedures.
- e. To assist in the establishment of procedures with respect to the allocation of available space.
- f. Propose or plan programs of in-service education designed to fulfil the interests and requirements of the staff.
- g. To assist in a program of orientation for teachers new to the staff.
- h. To consider such other matters as deemed necessary by the Principal or staff, particularly those areas covered by this agreement.
- i. To receive representations from parents, members of the community, students and/or committees of students in such manner as may be agreed to by both the committee and Principal.
- j. To discuss field experiences and the best educational use of funding for field experiences.
- k. To become aware of effective models for the delivery of student support services for ESL and student support programs, including, but not limited to, LAC and SLD, and to participate in recommending the continuation or development of appropriate programs and a school-based service delivery model for the following school year.

3. PROCEDURES

- a. Regular meetings shall be held throughout the year; an agenda shall be published prior to the meeting and minutes of the proceedings shall be recorded and distributed.
- b. Teachers other than those elected should be encouraged to take an active interest in the committee.
- c. The Staff Committee will use a well defined decision making process incorporating staff input.
- d. The functions of the Staff Committee, as specified in Article H.33.2., shall be brought to the attention of staff at a staff meeting early in each school year.
- e. Consistent with the principles stated in D.24.5., where a recommendation of the staff committee which is endorsed by the staff is not implemented, the school administration will discuss reasons for that decision with the staff.

H.34. TECHNOLOGICAL CHANGE COMMITTEE**

Refer to Article D.34.

H.35.* ADULT EDUCATION PROGRAM COMMITTEES

1. Adult Education Committees will be established in the program areas of Adult Basic Education/High School Completion, and English Language Development. These committees are seen to be an effective way of enhancing decision-making and establishing collegial responsibility.
2. **FUNCTIONS**

The purpose of the Adult Education Program Committees is to provide adult education teachers with a vehicle for problem solving and for providing input regarding:

 - program and curriculum development,
 - resource material acquisition and allocation,
 - staff development,
 - student achievement,
 - instructional practices, and
 - operational issues and concerns.
3. **COMPOSITION/STRUCTURE**
 - a. The Adult Education Program Committees shall be composed of the program administrator or designate and any number of adult education teachers elected by the teachers (such number to be decided by the staff). It is desirable that the committees should reflect a diversity of the staff.
 - b. Regular meetings shall be held throughout the year; the agenda shall be published prior to the meeting and minutes of the proceedings shall be recorded and distributed.
 - c. Teachers other than those elected should be encouraged to take an active interest in the committees.
 - d. The Adult Education Program Committees shall use a well-defined decision-making process incorporating staff input.
 - e. The functions of the Adult Education Program Committees, as specified in Article H.35.2, shall be brought to the attention of the staff at a staff meeting early in each teaching year. Initial requests for resource materials should be raised through this committee.
 - f. Where a recommendation of an Adult Education Program Committee which is endorsed by the staff is not implemented, the program administrator will discuss reasons for that decision with the committee and/or staff.

SIGNATURES

Signed at _____, British Columbia, this _____ day of _____, 2023

Richard Per, Assistant Superintendent
School District No. 41 (Burnaby)

Shanee Prasad, President
Burnaby Teachers' Association

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

Clint Johnston, President
British Columbia Teachers' Federation

**PROVINCIAL LETTERS OF UNDERSTANDING, LETTERS OF INTENT AND
LETTERS OF COMMITMENT**

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.

Letters of Understanding, Letters of Intent and Letters of Commitment

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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| Appendix 1 PROVINCIAL MATTERS |
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Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

January 22, 2021 - Provincial Matters

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| Appendix 2 LOCAL MATTERS |
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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

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"
President
BC Teachers' Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

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 25th day of June, 2012

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3.a

Between

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

And

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

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

NOT APPLICABLE IN SD 41 (BURNABY)

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 SD 41 (BURNABY)

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

NOT APPLICABLE IN SD 41 (BURNABY)

LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING No. 7

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

Revised with housekeeping March 26, 2020

LETTER OF UNDERSTANDING No. 8

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

Alan chell
For BCPSEA

March 26, 2020
Date

Teri Mooring
For BCTF

March 26, 2020
Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
 - a. Vancouver Teachers' Federation [VSTA, VESTA]ⁱ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)

ⁱ The references to VSTA and VESTA represent internal union organization. The reference to the Vancouver Teachers' Federation is for collective agreement matters.

- c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
- 8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

Appendix A to Letter of Understanding No. 9

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

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

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

NOT APPLICABLE IN SD 41 (BURNABY)

LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.
7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).

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

Example:

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

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

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

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

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

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

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule "A" of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

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

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

III. PROCESS AND ANCILLARY LANGUAGE

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

Best Efforts to Be Made to Achieve Compliance

14. School Districts will make best efforts to achieve full compliance with the collective agreement provisions regarding class size and composition. Best efforts shall include:

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

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

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

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

Non-Compliance

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

- compelling family issues;
- sibling attendance at the same school;
- the age of the affected student(s);
- distance to be travelled and/or available transportation;
- safety of the student(s);
- the needs and abilities of individual student(s);
- accessibility to special programs and services;
- anticipated student attrition;
- time of year;
- physical space limitations;
- teacher recruitment challenges.

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

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

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

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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

**LOCAL LETTERS OF UNDERSTANDING, LETTERS OF INTENT AND LETTERS OF
COMMITMENT**

LETTER OF AGREEMENT

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: SD41 (Burnaby) and application of LOU 16 (b)

With regards to provincial Letter of Understanding No. 16(b) "*Re: Article C.4 TTOC Employment – Transitional Issues*", the parties mutually agree that the process established in point 2 (TTOC experience recognized when continuing appointment is obtained) will also be applied in School District 41 (Burnaby) in accordance with the previous collective agreement to teachers obtaining temporary status.

Applicable previous collective agreement language (excerpted from B.33.4):

"Teachers-teaching-on-call who are placed on contract will commence their accumulation of teaching experience for an increment based upon the completed number of F.T.E. years of contract teaching experience plus the completed number of F.T.E. months of teacher-teaching-on-call experience in Burnaby. Such Teacher-teaching-on-call service accumulated in Burnaby shall be credited each time a new temporary contract is signed."

This agreement will continue until LOU No. 16(b) expires or is not renewed by the parties. This agreement is without precedent or prejudice to any other school districts.

Signed this _____ day of April, 2016

Original signed by:

"Laura Buchanan"

Laura Buchanan
For BCPSEA

"Jim Iker"

Jim Iker
For BCTF

TABLE OF APPLICATION - ADULT EDUCATION TEACHERS

* Articles in which there is a specific provision which applies to Adult Education Teachers

| | | |
|------|---|---|
| A.33 | * | CONTRACTING OUT A.33.2.j applies to AE only |
| A.35 | * | STAFF REPRESENTATIVES/UNION COMMUNICATION A.35.6.b applies to AE only |
| B.2 | * | TTOC PAY AND BENEFITS B.2.1 to B.2.6 do not apply to AE; B.2.7 applies to AE only |
| B.3 | * | SALARY DETERMINATION IN AE Applies to AE only |
| B.9 | * | PAY PERIODS B.9.1 to B.9.5 do not apply to AE; B.9.6 applies to AE only |
| B.11 | * | BENEFITS B.11.10 applies to AE only |
| B.33 | * | INCREMENT DATES B.33.1, B.33.3, B.33.6 do not apply to AE; B.33.7 applies to AE only |
| B.36 | * | POSR B.36.4 to B.36.7 do not apply to AE B.36.8 applies to AE only |
| B.39 | * | PRO-D DAYS B.39.1 to B.39.3 do not apply to AE; B.39.4 applies to AE only |
| B.50 | * | NON-CERTIFIED AE SALARY DETERMINATION Entire Article B.50 applies to AE only |
| C.2 | * | SENIORITY/SEVERANCE C.2.8.d, C.2.9.b.ii, C.2.10.a.v, C.2.11.c, C.2.15.d apply to AE only |
| C.22 | * | PART-TIME TEACHERS C.22.1 does not apply to AE; C.22.2 applies to AE only |
| C.23 | * | TEACHERS-TEACHING-ON-CALL/ADULT EDUCATION TEACHER REPLACEMENTS C.23.1 does not apply to AE; C.23.2 applies to AE only |
| C.24 | * | TEACHER ASSIGNMENTS C.24.1 to C.24.3 do not apply to AE; C.24.4 applies to AE only |
| C.28 | * | TEMPORARY CONTRACT SECURITY C.28.2.c applies to AE only |
| C.29 | * | AE APPOINTMENTS AND ASSIGNMENTS Applies to AE only |
| C.30 | * | TEACHING PERFORMANCE C.30.3.C applies to AE only |
| D.21 | * | WORK YEAR D.21.1 to D.21.5 do not apply to AE D.21.7 applies to AE only |
| D.24 | * | STAFF MEETING D.24.6 applies to AE only |
| E.23 | * | DETACHED DUTY FUNDS E.23.2.b applies to AE only |
| E.24 | * | NON INSTRUCTIONAL DAYS |

| | | |
|------|---|---|
| G.21 | * | E.24.1.b applies to AE only LEAVE OF ABSENCE G.21.2 applies to AE only |
| G.22 | * | SICK LEAVE G.22.1 to G.22.3 do not apply to AE (except G.22.1.h); G.22.4 applies to AE only |
| G.26 | * | MATERNITY AND PARENTAL LEAVE |
| G.48 | * | DISCRETIONARY LEAVE G.48.5 applies to AE only |
| H.35 | * | ADULT EDUCATION PROGRAM COMMITTEES Applies to AE only. |

APPENDIX 3

OPTIONAL TWELVE-MONTH PAY PLAN (Burnaby's version of PCA Article B.8)

1. PLAN SUMMARY

An optional 12 month pay plan ("the Plan") will be established and administered by School District #41 (Burnaby) ("the employer") that allows a teacher ("employee") to receive partial payment of annual salary in July and August. Participation in the plan is optional and is in addition to the optional Canada Savings Bond Plan that is currently available to employees.

2. ELIGIBILITY

A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in the Plan administered by the employer.

3. PLAN REQUIREMENTS AND GUIDELINES

- a. An employee electing to participate in the Plan in the subsequent year must inform the payroll department in writing, on or before June 15. An employee hired after that date must inform the payroll department of their intention to participate in the Plan by September 30th.
- b. Once enrolled in the Plan, the employee cannot withdraw from the Plan until the subsequent year. An employee electing to withdraw from the Plan must inform the payroll department, in writing, on or before June 15 of the preceding year.
- c. Employees electing to participate in the Plan shall receive their annual salary over ten (10) months, September to June. The employer shall deduct, from the month end net pay, an amount equal to either 6.5% or 13% of gross pay as chosen by the employee. Once selected, this amount cannot be changed until the subsequent year. This amount will be paid into the Plan on behalf of the employee by the employer.
- d. Interest earned on the plan will be shared between the employee and the employer. The employer's portion of the interest earned will be to cover part of the costs to operate and administer the plan. During the start up period until August 15, 2008, all interest earned will be retained by the employer. Starting August 16, 2008, interest earned during the period September to March each year will be added to the employee's accumulation in the Plan and interest earned during the period April to August will be retained by the employer.
- e. Interest earned by the Plan will be calculated as follows:
The interest rate (based on the employer's average annual short term GIC/Term Deposit rate) will be multiplied by the average accumulated balance in the Plan from September to March and added to the individual employee's accumulation in the Plan.
- f. The employer shall maintain a record of each employee's accumulation and payouts of the Plan.
- g. An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
- h. The employer shall inform employees of the Plan at the time of hire.
- i. Nothing in this Article shall be taken to mean the employee has any obligation to perform work beyond the regular school year.

NOTE: This language has been developed locally to clarify the options available for Burnaby teachers in choosing 12 month pay plans.

Letter of Understanding

Between

British Columbia Public School Employers' Association (BCPSEA)

And

British Columbia Teachers' Federation (BCTF)

Re: SD 41 (Burnaby) and Salary Category SB + 21

With regards to the Salary Grid for BTA members, the parties mutually agree to the following process regarding Burnaby's Category SB + 21:


1. The Category of SB +21 will continue to be reflected on the salary grids in the 2013-2019 Collective Agreement; and
2. SD41 teachers on Category SB + 21 prior to this document being signed by the respective parties will continue to remain on this Category; and
3. Effective the date this document is signed by the respective parties, no existing or future employees in the bargaining unit will be placed on, or moved to, Category SB + 21.


This agreement is without precedent or prejudice to any other School Districts in the province.

Signed this 21 day of November, 2016

Original Signed by


Richard Per
Director of Instruction – HR, SD 41 Burnaby


For BCPSEA


Frank Bonvino
President, Burnaby Teachers' Association


For BCTF

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