

PROVINCIAL COLLECTIVE AGREEMENT

A Working Document
BETWEEN:

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

As bargaining agent for all the school Boards and authorities established under the
School Act
AND:

BRITISH COLUMBIA TEACHERS' FEDERATION
(BCTF)

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

As it applies in

SCHOOL DISTRICT #42 MAPLE RIDGE – PITT MEADOWS

Between

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 42

(The Employer)

and

THE MAPLE RIDGE TEACHERS' ASSOCIATION

(The Association)

Effective July 1, 2019 to June 30, 2022

Note: This is a working document intended to set out the agreed upon terms and conditions of employment between BCTF and BCPSEA as those terms and conditions apply in School District No. 42 (Maple Ridge-Pitt Meadows). In the event of a dispute, the original source documents will be applicable.

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SECTION A – COLLECTIVE BARGAINING RELATIONSHIP

Preamble

Both parties agree that the purpose of this Agreement is to:

1. Maintain an environment conducive to an efficient and effective level of quality education services to the pupils in the District; and
2. Maintain harmonious relations and foster cooperation between the Board and the Association; and
3. Set forth mechanisms for the expeditious resolution of differences which may arise as to the application or interpretation of the Agreement; and
4. Set forth the terms and conditions of employment agreed to between the parties.

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified-in accordance with this Collective Agreement.
4.
 - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.

5. a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
- b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
- c. i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
- ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2 RECOGNITION OF THE UNION

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

Local Provisions

4. Associated Professionals as defined below are included in the bargaining unit.
 - a. Definition: "Associated Professionals" will be defined mutually by the Board and the Association. Associated Professionals employed in the district are currently the positions of "Speech and Language Pathologists and School Psychologists."
5. The parties agree that this Agreement does not apply to persons employed by the Board to teach in Summer School.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.

2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee, and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.

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.

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

3. *Local Provisions*

- a. Any grievance that has not been resolved after the completion of the stage of the Grievance Procedure as outlined in Section A, Article 6.4.a may be referred to expedited arbitration in accordance with Article A.6.6, A.6.7, by the party originating the grievance with the following exceptions.
 - i. dismissals
 - ii. suspensions in excess of ten (10) days.

Note: Subject to discussion between the local parties.

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

- 1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.

- b. Such release from duties shall be granted without loss of pay and shall be subject only to the Board being reimbursed for the cost of the TTOC.
 - c. In the event that an employee covered by this Agreement is elected to a position as an officer of the Teacher Regulation Branch Council or the BCTF, or is appointed on a term contract of employment to the administrative staff of the Teacher Regulation Branch Council or the BCTF, or secondment to the Federation, leave of absence without pay shall be granted for the duration of those duties. For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board in such case the employee shall be entitled, on written notice by at least May 31st or November 15th, to return to employment with the Board effective September or January and shall be entitled to an assignment comparable to that previously held.
4. Leave for Local Contract Negotiations
- a. The Board agrees to share in the cost of four (4) teachers at seventy-five percent (75%) of cost of Teachers Teaching on Call provided for leave of absence to conduct contract negotiations with the Board.
5. School Staff Representatives
- a. Local Association school staff representatives, elected in accordance with local Association procedures shall:
 - i. Convene Association meetings in the school to conduct Association business at such times so as not to disrupt normal school operations;
 - ii. Be relieved of instructional duties with no loss of pay in order to investigate or participate in solving a grievance or arbitration. Wherever possible, such activities should be conducted outside of instructional time. Where investigation cannot take place outside of instructional time, the investigation shall take place at a time mutually agreed upon by the school Staff Representative and the Administrative Officer;
 - iii. Be relieved of instructional duties with no loss of pay to be present at any meeting between an administrative officer and a teacher in the school or district when the discussion is or may become disciplinary.
 - iv. Be present upon request at a meeting between a member and an Administrative Officer or Board official. If an Administrative Officer or Board official requests the meeting during school hours, the member will not lose any pay.
6. Access to Worksite and Use of School Facilities
- a. Representatives of the Association, in consultation with the appropriate Administrative Officer, shall have the right to transact Association business on school property at reasonable times, provided that such activities or use do not interfere with classroom

instruction and provided that facilities and equipment to be used are properly booked.

- b. The Association shall reimburse the employer for any additional operating costs arising from the Association's activities and for equipment damage and for any supplies consumed by the Association.

7. Bulletin Boards

- a. The Board shall provide bulletin Boards in all staff rooms in all school buildings so that all employees in the bargaining unit will have access to them and upon which the Association shall have the right to place notices of meetings and such other notices as may be of interest to the employees of the bargaining unit.

8. Internal Mail

- a. Where no operational difficulties are created, the Association may use at no cost, the District courier service and employee mail boxes for communication to bargaining unit members. The Association shall be responsible for distribution of material into the designated delivery boxes, slots, etc.

9. Access to Information

- a. The Board agrees to provide to the Association the following information no later than October 15th:
 - i. A list of employees, showing their names, address, phone numbers, grid placement, seniority and staff assignment. The Board will not disseminate any telephone numbers or addresses of employees who wish that information to remain private.
 - ii. A list of the names of department heads and teachers-in-charge.
- b. The Board agrees to provide to the Association or its designated representatives with the following information:
 - i. Notifications of job postings upon approval by the Human Resources Department.
 - ii. Notifications of hires, transfers, extended leaves of absence, resignations, retirements, less than satisfactory reports, suspensions, terminations, and employee deaths within five (5) days.
 - iii. Access to agendas and minutes of all Public Board meetings and all attachments thereto at the time of formal distribution to the Board.
- c. The Board agrees to provide to the Association or its designated representatives, one copy of the following information:
 - i. The audited financial statements as approved by the Board in the form submitted to the Ministry of Education.

- ii. The preliminary budget as approved by the Board in the form submitted to the Ministry of Education.
- iii. The amended budget as approved by the Board in the form submitted to the Ministry of Education.
- iv. The final determination when provided to the Board by the Ministry of Education.

10. MRTA Involvement in Board Budget Procedure

- a. Each year, the Association shall be invited to Budget Committee of the Whole meetings specific to partner groups prior to and after the preparation of the preliminary budget to allow Association views on budgetary matters to be presented to the Board.

ARTICLE A.22 PICKET LINE PROTECTION

- 1. All employees covered under this Agreement have the right to refuse to cross or work behind a picket line established as a result of a dispute as defined by the Labour Relations Act.
- 2. Failure to cross such a picket line shall not be considered a violation of this Agreement nor shall it be cause for disciplinary action by the Board.
- 3. Any employee failing to report to work under this article shall be considered to be absent without pay.
- 4. Teachers shall not be required to perform duties or work normally performed by employees in a legal strike or lockout except for emergent matters which would threaten the health and safety of students.

ARTICLE A.23 COPY OF AGREEMENT

- 1. The Board shall provide every employee covered under this Agreement with electronic web access to a copy of this Agreement at the same time that electronic web access is provided to Administrators.
- 2. The Board is responsible for the one-time printing costs of the collective agreement for the following list. One printed copy per term of the collective agreement shall be provided to:
 - a. Each MRTA Staff Representative at each school and work site
 - b. Each MRTA Released Officer
 - c. Each MRTA office staff member
 - d. Each member of the MRTA Executive Council
 - e. Each member of the MRTA Working & Learning Conditions/Bargaining Committee
 - f. An additional thirty (30) copies for the MRTA for other purposes.

ARTICLE A.24 NO CONTRACTING OUT

1. All work performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit. The Board shall not contract out instructional services (including those performed by teachers and Associated Professionals of a support nature) of a type and kind normally and regularly performed by members of the bargaining unit.

ARTICLE A.25 EDUCATION ASSISTANTS

1. Education Assistants are employed to assist teachers in carrying out their responsibilities and duties.
2. Education Assistants will work under the employment supervision of a Principal or Vice Principal and the direct instructional supervision of teachers.
3. Unless specifically directed by the teacher, Education Assistants will not perform any of the duties of teachers, including but not limited to:
 - a. Designing, supervising and assessing educational programs;
 - b. Assuming any instructional responsibilities or engaging in the delivery of educational programs;
 - c. Providing instruction to individual students and/or groups of students; or
 - d. Evaluating students or educational programs.
4. Education Assistants will not be used as alternatives for qualified professional personnel.

ARTICLE A.26 EXCLUSIONS FROM THE BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the mutual agreement of the parties.
2. The Board shall notify the Association of any newly-created position(s) offered in the district and forward to the Association Office a written job description of the new position(s).
3. The inclusion or exclusion of new position(s) shall be determined on the basis that the position(s) involves any of the functions outlined in the Industrial Relations Act as the basis for exclusion from the definition of an “employee”.
4. Failure by the parties to reach mutual agreement under Section A, Article A.26.3 may result in either party referring the matter directly to arbitration pursuant to Section A, Article A.6.

SECTION B – SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The local salary grids are amended to reflect the following general wage increases:
 - a. Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
 - b. Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
 - c. Effective July 1, 2021 – 2% adjustment to the Local Salary Grids

2. Teachers employed on the date of ratification and who are employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

Teacher 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%) to the top step of the salary grid effective July 1, 2020.

6. Effective July 1, 2021 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

ARTICLE B.2 TTOC PAY AND BENEFITS

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

Local Provisions

7. Non-Instructional Days –TTOCs
 - a. When a non-instructional day(s) occurs during a TTOC’s assignment, the teacher’s service shall not be considered to have been broken. If a TTOC is required by the Principal to attend a non-instructional day, the TTOC shall be paid at the appropriate rate.
8. Call Out
 - a. A TTOC assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day’s wage.
 - b. A TTOC assigned to a school for a half day and not utilized or utilized for only a portion of the half day shall be paid for a half day.
 - c. No assignment shall be less than one half (0.5) day.
9. Continuous Assignment
 - a. In the event that a TTOC’s assignment is interrupted by the return of a teacher, and that teacher is subsequently absent the following one working day, then that TTOC, if available,

shall be reassigned and the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.

- b. A TTOC's service shall not be considered broken by:
 - i. A strike or lockout, or
 - ii. A TTOC's illness or accident.

10. Pay Periods

- a. It is agreed that salaries of TTOCs shall be paid on or before the fifth (5th) working day subsequent to the last day of the previous month, conditional upon the TTOC providing record of work not later than the last day of the previous month.

11. Extended Day Schools

- a. TTOCs placed in assignments involving an extended school day will receive an additional .08 day's pay for each full extended day worked from the first day.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

- 1. The following shall apply to employees providing instruction in adult education programs in these districts:

School District No. 42 (Maple Ridge)

Employees instructing in High School Completion Credit Courses, Adult Basic Education, Adult Pathfinder Program and Adult English as a Second Language in the Continuing Education Department.

- 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.

7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

7. An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.
10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS

Articles B.9.1 through B.9.3 do not apply in School District No. 42 (Maple Ridge-Pitt Meadows).

Local Provision

4. Annual salaries of teachers as determined in this Agreement shall be paid in twenty (20) equal semi-monthly installments during the period September 1 and June 30. The first payroll issue of each month will be paid on or before the 15th of the month. The second payroll issue of each month will be paid on the last teaching day of that month.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

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

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

[Not applicable in School District No. 42 Maple Ridge-Pitt Meadows]

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

Local Provisions

Basic Salary Scale:

July 1, 2019 - June 30, 2020

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
1	\$ 50,149	\$ 54,246	\$ 58,237	\$ 59,625
2	\$ 52,464	\$ 57,182	\$ 61,380	\$ 62,825
3	\$ 54,778	\$ 60,120	\$ 64,523	\$ 66,024
4	\$ 57,091	\$ 63,056	\$ 67,665	\$ 69,223
5	\$ 59,406	\$ 65,992	\$ 70,807	\$ 72,423
6	\$ 61,721	\$ 68,930	\$ 73,949	\$ 75,622
7	\$ 64,035	\$ 71,866	\$ 77,092	\$ 78,822
8	\$ 66,349	\$ 74,804	\$ 80,234	\$ 82,021
9	\$ 68,662	\$ 77,740	\$ 83,376	\$ 85,220
10	\$ 73,107	\$ 83,097	\$ 88,998	\$ 91,073

July 1, 2020 – June 30, 2021

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
1	\$ 51,152	\$ 55,331	\$ 59,402	\$ 60,818
2	\$ 53,513	\$ 58,326	\$ 62,607	\$ 64,081
3	\$ 55,874	\$ 61,322	\$ 65,814	\$ 67,344
4	\$ 58,233	\$ 64,318	\$ 69,018	\$ 70,608
5	\$ 60,594	\$ 67,312	\$ 72,224	\$ 73,872
6	\$ 62,956	\$ 70,308	\$ 75,428	\$ 77,134
7	\$ 65,315	\$ 73,303	\$ 78,633	\$ 80,398
8	\$ 67,676	\$ 76,300	\$ 81,839	\$ 83,662
9	\$ 70,036	\$ 79,295	\$ 85,043	\$ 86,924
10	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

July 1, 2021 – June 30, 2022

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
1	\$ 52,175	\$ 56,437	\$ 60,590	\$ 62,034
2	\$ 54,583	\$ 59,492	\$ 63,859	\$ 65,363
3	\$ 56,991	\$ 62,549	\$ 67,130	\$ 68,691
4	\$ 59,398	\$ 65,604	\$ 70,398	\$ 72,020
5	\$ 61,806	\$ 68,658	\$ 73,668	\$ 75,349
6	\$ 64,215	\$ 71,714	\$ 76,937	\$ 78,677
7	\$ 66,622	\$ 74,770	\$ 80,206	\$ 82,006
8	\$ 69,029	\$ 77,826	\$ 83,476	\$ 85,335
9	\$ 71,436	\$ 80,881	\$ 86,744	\$ 88,663
10	\$ 76,807	\$ 87,302	\$ 93,501	\$ 95,681

**ARTICLE B.22 RECLASSIFICATION OF CERTIFICATION BY TEACHER
QUALIFICATION SERVICE**

1. Reclassification of a teacher, in consequence of additional training, and salary increase resulting in such reclassification, will be effected upon receipt of confirmation of eligibility from Teacher Qualification Service for the change, and teachers will notify the Secretary Treasurer of the Board, giving confirmation of the reclassification.
2. Where a teacher satisfactorily completes training programs on or before the 31st day of August, and where written application is made to the Secretary Treasurer of the Board on or before the following 31st day of October, the resulting change in reclassification shall be effective the 1st day of September of that year.
3. Where a teacher experiences difficulties beyond their control in securing necessary documentation, the application date will be extended to the 15th of December, providing that the teacher submits these indications of difficulties in writing to the Secretary Treasurer of the Board before October 31.
4. Where a teacher satisfactorily completes training programs on or before the 31st day of December, and where written application is made to the Secretary Treasurer of the Board on or before the following 28th day of February, the resulting change in reclassification shall be effective from the 1st day of January of that year.
5. Where a teacher experiences difficulties beyond their control in securing necessary documentation, the application date will be extended to the 15th of April providing that the teacher submits these indications of difficulties in writing to the Secretary Treasurer of the Board before February 28.
6. When an application for change of classification has not been processed by the above dates, the change in classification will be effective on the first day of the month in which the Board receives notification.

ARTICLE B.23 PLACEMENT ON CATEGORY 5+ 15 UNITS

Deliberately left blank. Replaced by Article B.12 effective September 1, 2007.

**ARTICLE B.24 TEACHING EXPERIENCE ENTITLEMENT – B.C. PUBLIC SCHOOL
SYSTEM**

1. Experience Determination
 - a. Teaching experience shall be granted according to provisions of this Agreement and shall be subject to verification by the teacher’s previous employer in a form acceptable to the Board.

2. Full-Time Teaching Experience

- a. Teachers employed on a full-time basis shall be granted a year of teaching experience, providing a minimum of eight (8) months employment during one (1) school year is rendered.
- b. Where a teacher has completed periods of full-time employment, each of less than eight (8) months as provided for in Section B, Article B.24.2.a, but each three (3) months or more, the periods may be combined to constitute a year's experience, provided that such experience totals a minimum of ten (10) months.

3. Part-time Teaching Experience

- a. Teachers appointed for the full school year as bona fide part-time teachers qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit the accumulative percentage time over a number of years must equate to at least ten (10) months full-time employment. These periods of part-time employment may be added together, provided it adds to a total of ten (10) months. Eligible part-time teachers qualify for experience credit proportionate to the time they are employed.

4. Temporary Appointment Teaching Experience

- a. Teachers employed in temporary appointment capacities whose assignment is on a full-time basis during a school year, a minimum of eight (8) months full-time employment during that school year will constitute one (1) year of experience.
- b. Where a teacher who is appointed to a temporary position has completed periods of full-time employment, each less than eight (8) months as provided in Section B, Article B.24.4.a, but each three (3) months or more, the periods may be combined to constitute one (1) year of experience, provided that such experience totals a minimum of ten (10) months.
- c. Where a teacher who is appointed to a temporary position has completed periods of less than full-time employment, each less than eight (8) months as provided in Section B, Article B.24.4.b, but each three (3) months or more, the periods may be combined proportionate to the percentage of time they are employed, to constitute one (1) year of experience, provided that such experience totals a minimum of ten (10) months.

5. Teacher Teaching On Call (TTOC) Teaching Experience

- a. Upon written application by the TTOC concerned, where a TTOC completes continuous periods of full-time TTOC employment in the same assignment, each of less than eight (8) months, but each three (3) months or more, the periods may be combined to constitute one (1) year of service, provided that such experience totals a minimum of ten (10) months.
- b. Where a TTOC has completed continuous periods in the same assignment of less than full-time employment, each less than eight (8) months but each three (3) months or more, the periods may be combined proportionate to the percentage of time they are employed. To

- f. Teachers who wish their related experience to be considered under the terms of the current Agreement may make application to the Superintendent of Schools or designate and each application shall be limited to one submission. If there is disagreement by the applicant as to decision on application by a teacher for related experience, the teacher may proceed to resolve the dispute in accordance with Section A, Article A.6.

ARTICLE B.28 INCREMENT ENTITLEMENT

1. Teachers who have not reached the maximum salary according to their placement on the basic scale shall receive:
 - a. An increment on the first day of the teaching month in which the increment was earned providing the teacher was hired on or before the 15th day of the month, or
 - b. An increment on the first day of the teaching month subsequent to the month in which the increment was earned if the teacher was hired after the 15th day of the month.

ARTICLE B.29 PART-TIME TEACHERS' PAY

1. Part-time teachers shall be paid according to their placement on the basic salary scale and according to time actually worked.

ARTICLE B.30 SPEECH AND LANGUAGE SPECIALISTS

1. Speech and Language Pathologists and School Psychologists shall be paid in accordance with the salary schedule established in Section B, Article B.1.
2. Placement on the salary schedule shall be:
 - a. At the category which is most nearly equivalent to the category of teachers based on years of university-level training in the discipline, and
 - b. At the experience level as determined by Section B, Articles B.24 through B.27 inclusive.
3. All other terms and conditions of employment established in this Agreement shall apply to associated professionals.

ARTICLE B.31 POSITIONS OF SPECIAL RESPONSIBILITY

1. Job Descriptions
 - a. The Board in consultation with the Association will draw up job descriptions for positions in the bargaining unit of Special Responsibility, including but not limited to, Department

Heads, Helping Teachers, and Area Counselors. These descriptions shall be recognized job descriptions for such positions.

2. New Positions

- a. The Board in 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 Teachers' Association.

3. Elimination of Positions

- a. The Board shall not unreasonably eliminate or change existing positions of Special Responsibility.

ARTICLE B.32 ALLOWANCES

1. Elementary Teachers In Charge Allowance:

- a. Elementary teachers duly appointed as “teacher-in-charge” to act in the absence of the Principal, shall receive an annual allowance as noted hereunder:

Date	0-5 School FTE	6-10 School FTE	11-15 School FTE	16 over School FTE
Effective July 1, 2019	\$ 201.16	\$ 406.81	\$ 607.98	\$ 812.50
Effective July 1, 2020	\$ 205.19	\$ 414.94	\$ 620.14	\$ 828.75
Effective July 1, 2021	\$ 209.29	\$ 423.24	\$ 632.54	\$ 845.33

- b. In the absence of the Administrative Officer, the Teacher-in-Charge shall:
 - i. Attend to routine procedures and supervision for the safety of students and the security of the school, and
 - ii. Deal with emergencies which arise.
- c. The teacher-in-charge may, upon request, be released from teaching duties after one (1) full day in a continuous in-charge capacity.

2. Department Heads

- a. The annual value of a full Department Head allowance payable in addition to the regular annual salary of the teacher(s) concerned shall be:

Departments having less than five (5) F.T.E. teachers and less than seven (7) teachers in the department shall be defined as “minor”. Departments having five (5) or more F.T.E. teachers or seven (7) or more teachers shall be defined as “major”.

Designated Department Head Allowance

Date	Major	Minor
Effective July 1, 2019	\$ 3,212.00	\$ 2,124.57
Effective July 1, 2020	\$ 3,276.24	\$ 2,167.06
Effective July 1, 2021	\$ 3,341.77	\$ 2,210.40

- b. The annual value of a partial Department Head allowance shall be pro-rated according to the portion of a full Department Headship which is allocated to that partial Department Head.
- c. Payment to a person appointed to a partial Department Headship shall not be less than one-half the value of a full Department Headship as provided in Section B, Article B.32.2.a.
- d. Elementary helping teachers and area counselors appointed by the Board shall receive the Department Head allowance as provided for in Section B, Article B.32.2.a, in addition to their placement on the basic scale.

3. First Aid:

- a. Teachers designated the responsibility of First Aid Attendant in schools, and who hold a valid Occupational First Aid Certificate, shall be paid an annual allowance according to the following schedule:

Occupational First Aid

Date	OFA Level 2
Effective July 1, 2019	\$ 1,284.13
Effective July 1, 2020	\$ 1,309.81
Effective July 1, 2021	\$ 1,336.01

- e. It is mutually agreed that a temporary part-time teacher participating in the dental plan as of the date of the signatures covering this Agreement, shall be permitted to continue to participate in the plan on the same basis notwithstanding the new wording of Section B, Article B.36.2.b.

3. Benefit Coverage

- a. The Board agrees to provide benefit plans as outlined hereunder.
- b. The cost of premiums shall be shared with those employees who are entitled to benefits as provided for under this Agreement as follows:

Benefit Plan	Board Share of Established Premium
Medical	80%
Extended Health	80%
Dental	80%
Plan C lifetime cap	\$2,500 [Effective July 1, 2015, Plan C lifetime cap is \$5,000 per provincial minimum]
Group Life	80%
Employee Assistance	80%

- c. The Board agrees to administer the following plans, deduct monthly contributions and submit payment to the carriers, with the provision that eligible members participating in the plans will pay the full cost of the premiums:

BCTF Salary Continuous Plan
 BCTF Long Term Disability Plan
 BCTF Optional Term Life Insurance Plan

- d. Where a teacher is on medical leave of absence, following the termination of sick leave, as outlined in Section G, Article G.21, the Board will continue to provide benefits as provided for in Section B, Article B.36.3.b at a cost to the employee equal to the cost sharing rate noted in Section B, Article B.36.3.b during the period the teacher is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits and, where necessary, a further period of six (6) months where the teacher is in receipt of benefits from the BCTF Salary Indemnity Plan (Long Term).
- e. The Board shall remit monthly to the BCTF (Salary Indemnity Plan) the portion of the savings resulting from the Employment Insurance premium reduction or 5/12 of that savings, whichever is greater, which result from the existence of the BCTF Salary Indemnity Plan.

4. Death Benefits

- a. In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six (6) months, the Board shall pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This

payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the Board.

- b. The Board shall continue to provide the medical, extended health and dental benefits to the dependents of the deceased teacher for a period of six (6) months after the death of the teacher. The dependents shall be notified in writing of the terms of this provision when severance and other benefits are paid.

5. Employee Assistance Program

- a. The Employee Assistance Plan shall cover a full range of counseling services, for employees and their families, while maintaining strict confidentiality. This shall include but not be limited to, counseling for employees charged with child abuse and subsequently exonerated, assessment and treatment of individuals suffering from any of a wide range of psychological and psychosocial disorders such as marital, family, work, or personal problems, and such symptoms as stress, substance abuse, depression or family breakdown.
- b. All referrals shall be self-referrals, and shall be completely voluntary.

[Note: See also Article B.11 Benefits.]

ARTICLE B.37 FINANCIAL ADJUSTMENTS

- 1. In the event of an employee or employer error in payment or deduction of salary, dues, or benefits, the Board shall adjust the payments of the employee to reflect the correct amount.
- 2. Such adjustment will be retroactive from:
 - a. One (1) year prior to the employee or employer notifying the other of the error, or
 - b. The date the error occurred, whichever is shorter.

SECTION C – EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

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

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher Teaching on Call (TTOC)
 - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
 - b. For the purpose of calculating seniority credit:
 - i. Service as a TTOC shall be credited:
 1. one half (1/2) day for up to one half (1/2) day worked;

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

Local Provisions (Seniority-Layoff-Recall-Severance Pay)

- 6. Definition of Seniority
 - a. In this Agreement, “seniority” means a teacher’s aggregate length of service in the employment of the Board, inclusive of service under temporary appointment and part-time teaching. (For the purpose of calculating length of service, part-time teaching shall be credited on a pro-rated basis).
 - b. In addition to the provisions of Article C.2.7.a, the seniority for an employee on a continuing contract shall include:
 - i. Teacher teaching on call (TTOC) seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
 - c. For continuing and temporary teachers re-entering employment with the Board after four (4) years or more absence, seniority, in terms of this Agreement shall be calculated only from the date of re-entry. The four (4) year limit does not apply to those teachers who have been absent specifically for maternity and/or parenting provided that the teacher has not taught elsewhere.
 - d. When the seniority of two or more teachers is equal pursuant to Section C, Article C.2.7.a and C.2.7.b. the teacher with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
 - e. Only for the purposes of this article, when the seniority of two or more teachers is equal pursuant to Section C, Article C.2.7.d the teacher with the greatest number of days of TTOC teaching with the Board prior to appointment shall be deemed to have the greatest seniority.

- f. When the seniority of two or more teachers is equal pursuant to Section C, Article C.2.7.e, the teacher with the earliest date of acceptance of employment with the Board shall be deemed to have the greatest seniority.
- g. When the seniority of two or more teachers is equal pursuant to Section C, Article C.2.7.f, the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- h. With respect to teachers on a continuing appointment and for the purposes of this article, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except:
 - i. Maternity/parental leave;
 - ii. Educational leave;
 - iii. Leave for duties with the Association, the Teacher Regulation Branch or the British Columbia Teachers' Federation;
 - iv. Secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
 - v. Long-term sick leave;
 - vi. Leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
 - vii. Long service leave;
 - viii. Leave for elected office at the provincial, federal, or municipal level;
 - ix. Compassionate care leave (Article G.2).
- i. With respect to teachers on temporary contract appointment and for the purpose of this Agreement, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except for maternity leave and long-term sick leave.
- j. Adult Educators' Seniority
 - i. For employees in adult education programs, seniority means an employee's aggregate length of service in the employment of the Board teaching in the adult education academic programs calculated in the same manner as for other employees under Article C.2.7.a and C.2.7.b.
 - ii. Article C.2.7.b to C.2.7.i inclusive, apply to determining the seniority of an employee in the adult education programs.
 - iii. Separate seniority status for employees teaching in (1) the mandatory or alternate grade school programs and (2) the adult education programs will be extinguished. The Board will establish a single seniority list for all employees.

7. Principle of Security

- a. The Board and the Association agree that increased length of service in the employment of the Board entitles employees with the necessary qualification to commensurate increase in security of teaching employment.

8. Definition of Qualifications

- a. In this Agreement “necessary qualifications” in respect of a teaching position means a reasonable expectation, based on the current certification, training, education, experience, skills and abilities of a teacher that that teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.

9. Security of Employment Based on Seniority and Qualifications

- a. The Board may reduce the total number of teachers employed by the Board only for educationally viable reasons and/or budgetary constraints or in case of an adult education program as a result of a course cancellation or elimination. Where layoff of teachers is necessary for those reasons, the teachers to be retained on the teaching staff of the Board shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. For the purpose of this article, “termination” (or “layoff”) includes the termination of teachers on continuing contract, termination of a temporary contract teacher prior to the end of the term of the contract, and a decision by the Board, other than for just and reasonable cause, to not offer a further contract to a teacher at the expiry of that teacher’s temporary contract. A decision not to offer a further contract to an adult education teacher at the expiry of a term contract does not constitute a termination (or layoff) for the purposes of this article.
- c. The Board shall give each teacher it intends to terminate pursuant to this Agreement (as early as possible but no less than) forty-five (45) days’ notice in writing. The 45 days’ notice may be shortened if circumstances necessitate by mutual agreement between the Board and the Association. Such notice is to take effect at the end of a school term, as defined in this Agreement, and to contain the reason for the 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. The requirement that the effective date of the notice be at the end of a school term does not apply where the Board makes an appointment to a position which is temporarily vacant and which the Board reasonably believes will cease to be vacant at a time other than the end of a school term.

Within a reasonable period of time after the issuance of layoff notices, appropriate representatives of the Board shall schedule a meeting for affected teachers to review the layoff-recall process. Representatives of the Association shall be provided an opportunity to address affected employees at this meeting.

In the case of an adult education teacher, the notice period shall be 30 days and the effective date of the termination shall be at the end of the notice period and not at the end of the school term.

- d. Nothing in Section C, Article C.2.10.a, shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.

10. Teacher's Rights of Re-Engagement

- a. A teacher who has been terminated pursuant to this Agreement, and/or a teacher who had a temporary contract which has been completed, shall have recall rights for a period of two (2) years from the effective date of termination or completion.
- b. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer re-engagement to the teacher who has the greatest aggregate seniority among those terminated pursuant to this article, provided that teacher possesses the necessary qualifications and any special skills necessary for the available position and a satisfactory teaching report. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this article.
- c. A teacher who is offered re-engagement pursuant to Section C, Article C.2.11.b, shall where practically possible, have up to 24 hours to inform the Board whether or not the offer is accepted. Where mutually agreed, a longer period of time may be provided for consideration of the offer.
- d. The Board shall allow two (2) school days from an acceptance of an offer under Section C, Article C.2.11.c, for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed.
- e. A teacher's right to re-engagement under this article is lost if:
 - i. The teacher refuses to accept two (2) positions, of equal or greater percentage of time than the teacher's last assignment for which they possess the necessary qualifications;
 - ii. two (2) years elapse from the date of termination under this article and the teacher has not been re-engaged, whichever comes first.
- f. Section C, Article C.2.11.e, does not apply if at the time of such offers the teacher would be entitled to maternity leave, or is attending university.
- g. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the district if they held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement. The maintenance of continuing contract status shall not prevent the offer and acceptance of an

assignment to a position which is temporarily vacant. A temporary teacher with recall rights only has recall rights to a temporary position unless recalled to a continuing position by the Board.

- h. The Board shall, by October 15 of each year forward to the Association a list of all teachers employed by the Board, in order of seniority calculated according to Section C, Article C.2.7, setting out the length of seniority as of September 1 of that year.
- i. A teacher re-engaged pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination or completion.
- j. A teacher who retains rights of recall pursuant to this article shall be entitled, if otherwise eligible to maintain participation in all benefits provided in this Agreement by payment of the full costs of such benefits to the Board.
- k. At the termination of the recall period, a teacher who has not been recalled shall retain no rights to employment, preference for employment, recall for employment, or return to employment.
- l. A recall list shall be maintained by the Board. A copy of the recall list will be provided to each teacher on the list and to the Association at the time that notice of layoff is issued. The Association shall be provided regular updates on the recall list while teachers remain in layoff.
- m. Unless otherwise agreed, pursuant to Article C.2.11.b, the Board shall arrange to have eligible qualified teachers from the recall list meet in person with the designated Human Resources representative for discussion, consideration and possible offering of appropriate available positions. It is acknowledged that teachers on the recall list are entitled to representation at such meetings. The Board will advise the Association of the scheduling of such meetings to facilitate representation. When a teacher is appointed to a position from the recall list, the Association shall receive notification of the appointment.

11. Severance Pay

- a. This subsection is applicable only to teachers who hold continuing appointment positions and is not to be interpreted in any way to apply to teachers who are on a temporary contract.
- b. A teacher on continuing appointment who has one (1) or more years of continuous employment and who is terminated pursuant to this Agreement may elect to receive severance pay at any time during the first twelve (12) months where the termination is effective June 30 or during the first eighteen (18) months when the termination is effective December 31.
- c. Severance pay shall be calculated at the rate of five (5) percent of one (1) year's salary for each year of service with the Board or portion thereof to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of their termination.

- d. A teacher who receives severance pay pursuant to this article and who, notwithstanding this Agreement, is subsequently rehired by the Board, shall retain any payment made under the terms of this article, and in such case, for the purposes of Section C, Article C.2.7.c, the calculation of years of service and seniority shall commence with the date of such rehiring.
- e. A teacher who elects to receive severance pay under this Agreement shall retain no rights to employment, preference for employment, recall for employment or return to employment.

12. Retraining

Teacher's Right to Retraining

- a. A teacher who receives notice of layoff under Section C, Article C.2.7 (Seniority) shall be entitled to receive a leave of absence for the purpose of retraining to qualify for another position with the Board. In the event that the teacher elects to take leave of absence for such purpose pursuant to Section C, Article C.2.7.h, the Board shall amend the effective date of the layoff notice to coincide with the beginning of the school term which next follows the expiry of the period of the leave or of any extension thereof.
- b. The teacher shall be entitled to a leave of absence for a term of one (1) year, or less at the teacher's option. An extension of the leave, with or without pay, shall be arranged by mutual agreement between the teacher and the Board.
- c. At the commencement of the school term next following the completion of the leave pursuant to Section C, Article C.2.13.a, the teacher shall be entitled to be assigned to a position which is vacant and for which they possess the necessary qualifications and in accordance with Section E, Article E.22. In such event the layoff notice shall be rescinded.
- d. In the event that the operation of Section C, Article C.2.13.c results in a notice of termination being issued to the incumbent, such incumbent is entitled to all rights pursuant to Section C, Articles C.2.10 and C.2.11.

ARTICLE C.3 EVALUATION

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

[Note: See also Article E.28 Evaluation of Teachers.]

ARTICLE C.4 TTOC EMPLOYMENT

1. Experience Credit

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

2. Increment Date for Salary Grid Placement

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

ARTICLE C.21 EMPLOYMENT ON CONTINUING CONTRACT

1. All teachers appointed by the Board to the teaching staff of the Board shall be appointed on a continuing contract of employment, except for:

- a. Temporary appointments for a stated term to:
 - i. Replace a teacher on continuing contract who is absent or on leave for any reason, or
 - ii. Replace a teacher on temporary appointment, or
 - iii. Fill a position that is temporarily created for program reasons or enrollment fluctuations of a duration of less than one (1) school year, or
 - iv. Fill a position that has been vacated by a teacher during the school year; and/or
 - v. Fill an adult education position in accordance with Article E.25.
- b. Teachers Teaching on Call, subject to the provisions of this Agreement.

ARTICLE C.22 DISCIPLINE/DISMISSAL FOR REASONS OTHER THAN FOR LESS THAN SATISFACTORY TEACHING PERFORMANCE

- 1. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
- 2. Prior to when the Board proceeds with disciplinary action including dismissal, it shall immediately inform the teacher in writing.
- 3. Where a teacher is under investigation by the Board for any cause, the teacher shall be immediately advised in writing of that fact and the particulars of the allegation of which the Board is currently aware unless substantial grounds exist for concluding that such notification would prejudice the

investigation. In any event, the teacher shall be notified at the earliest reasonable time and before any action is taken by the Board.

4. The teacher shall have, and be advised of, the right to be accompanied by a representative(s) of the Association at any meeting held under this article.
5. Unless the teacher, or the Association at the request of the teacher, waives the right to such meeting, the Board shall not suspend, discipline or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting between the teacher and the Superintendent or designate and the Board with the teacher entitled to be present, in respect of which:
 - a. The teacher shall be given seventy-two (72) hours' notice of the meeting which shall take place no later than five (5) working days after notice is received by the teacher;
 - b. At the time such notice is given, the teacher shall be given a full and complete statement in writing of the grounds for the contemplated action and all documents that will be considered at the meeting as well as a list of any resource people or witnesses that will be used by the Board at the hearing;
 - c. The teacher or the Association on behalf of the teacher may file a written reply to the allegations prior to the meeting.
 - d. The teacher and/or their advocate has the right to hear all evidence, to receive copies of all documents, to call witnesses, to make submissions and to question any person presenting evidence;
 - e. The decision of the Board shall be communicated in writing and shall contain a statement of the grounds for the decision.
6. Where a teacher is suspended under Section 15 (5) of the School Act, the Board shall, prior to taking further action under Section 15 (7) of the School Act, hold a meeting in accordance with the process outlined in Section C, Article C.22.5, unless the right to such meeting is waived by the teacher.
7. The Association shall have the option of referring a grievance regarding dismissal of a teacher directly to arbitration provided for in Section A, Article A.6.
8. At an arbitration in respect of discipline or dismissal of a teacher, no material from the teacher's file may be presented unless the material was brought to the teacher's attention at least three (3) working days prior to the first arbitration hearing.
9. These matters shall be considered personnel matters and as such the Board shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher except when the results of the suspension or dismissal of the teacher has been upheld by an arbitration hearing or by a court. During the interim period, while a decision is being made by an Arbitration Board or a court, the Board agrees to confer with the MRTA before any press release is made. Any details beyond basic facts shall only be made after consultation with the MRTA.

10. The Board has the right to bring any additional resource people to any meetings held under this article.
11. The Association has the right to bring any additional resource people to any meetings held under this article.
12. Where an investigation has been concluded and no discipline is to be implemented all related material shall be removed from the Personnel file.

ARTICLE C.23 PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE

1. The Board shall not dismiss a teacher on the basis of less than satisfactory performance of teaching duties except where the Board has received three (3) consecutive reports pursuant to Section E, Article E.28 indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
2. The reports referred to in Section C, Article C.23. shall be prepared in accordance with the process established in Section E, Article E.28 and in accordance with the following conditions:
 - a. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months, such period not to include the time during which the teacher is participating in an agreed-upon plan of assistance pursuant to Section E, Article E.28;
 - b. two reports shall be: one, a report of a Superintendent or a Deputy or an Assistant Superintendent of Schools, and two, a report of an Administrative Officer of a school to which the teacher is assigned;
 - c. The other report shall be written by:
 - i. A Superintendent or a Deputy or an Assistant Superintendent of Schools, or
 - ii. A Director of Instruction, or
 - iii. An Administrative Officer of a school to which the teacher is assigned, or
 - iv. A District Principal responsible for the subject area to which the teacher is assigned.
 - d. The reports shall be written independently of each other, shall be based on the evaluator's own observations, and the report writers shall not collaborate with regard to the results.
3. In the event that a teacher receives a less than satisfactory report, the teacher may:
 - a. Request a transfer and the Board shall make reasonable efforts to arrange the transfer; or
 - b. Request and be granted leave of absence without pay of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which a case subsequent evaluation shall be undertaken not less than three (3) months nor more than six (6) months after the teacher has returned to teaching duties. The period of leave shall not count for purposes of Section C, Article C.23.2.a.

- c. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall, no later than two (2) calendar months prior to the end of a school term, notify the teacher and the President of the Association of such intention and provide an opportunity for the teacher and, if desired, their representative to meet with the Superintendent or designate and the Board within fourteen (14) days of such notice.
- d. Where, subsequent to such meeting, the Board decides to dismiss a teacher, it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

ARTICLE C.24 PART-TIME TEACHERS' EMPLOYMENT RIGHTS

- 1. A teacher with a continuing part-time appointment may request an additional temporary part-time appointment.
- 2. Teachers on part-time continuing appointment, or part-time temporary appointment, may request a full-time continuing appointment and shall be considered with other applicants on the basis of qualifications, experience and seniority.
- 3. Job-Sharing
 - a. Two teachers employed full-time by the Board may jointly request a job-sharing assignment in respect of a single full-time position. The Board shall grant the request provided such an assignment is educationally viable. Where the request is granted:
 - i. Salary shall be pro-rated according to the percentage of time worked by each teacher;
 - ii. For the purposes of benefits, the teachers will be considered part-time to the percentage of time worked and eligibility will be determined pursuant to Section B, Article B.36. If one teacher opts to waive access to benefits, the other teacher will be eligible for benefits as if they were full-time;
 - iii. When one of the teachers agrees to work due to the temporary absence of the other teacher, that teacher shall receive payment pro-rata on scale for all such work;
 - iv. Each teacher is considered for all other purposes to be on leave of absence with respect to the time not worked; and
 - v. The teachers shall have the right to return to an appropriate full-time position in the following school year should one exist, provided they request such a position by March 31st of the current school year.

ARTICLE C.25 TEMPORARY TEACHERS' RIGHTS

- 1. Employment of Temporary Contract Teachers
 - a. The Board shall appoint teachers on temporary contracts only as stated in this Agreement.

SECTION D – WORKING CONDITIONS

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

Local language:

1. Maximum sizes for regularly scheduled classes shall be:

Intermediate Multi-age	26 students
Intermediate Traditional	28 students
Intermediate Traditional (split)	28 students
"Secondary" English	28 students
Home Economics	24 students
Junior Science	28 students
Senior Science	24 students
Computer	24 students
Life Skills	26 students
Technical Ed. Lab. (I.E. Lab.)	22 students
Special Education:	
High Incidence	15 students
Low incidence	10 students
Any Other Class	30 students

[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.]

a. Teachers of Kindergarten students shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children. Such programs shall be completed within the first two (2) weeks of September start.

2. Flexibility Factor

In grades 4 – 12 the above limits may be exceeded by two students when the Board has shown that it has made best efforts (per LOU 12) to adhere to these limits.

[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. New Elementary Students

Students new to an elementary school and not on a teacher's roster on the opening day of school, shall be introduced to the classroom after the teacher has received notification one (1) day in advance.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. Purpose and Definition

The purpose of integrating exceptional students into regular classes is to provide a positive educational experience for both the exceptional students and the other students in the class. The placement of an exceptional student shall be determined by the curricula, all students educational needs and the ability of the Board to meet the requirements of the curricula and service the students' needs.

2. For purposes of this article, exceptional students shall include those students classified for funding as:

- a. High Incidence (1.17)
- b. Low Incidence (1.18)
- c. Dependent Handicapped (1.19)
- d. English as a Second Language during their first year of school in Canada and then in subsequent years where the School Based Team has developed an Individual Education Plan (IEP). This provision will not apply for more than three (3) years.
- e. Students for whom the School Based Team has developed or approved an IEP which reflects modifications in a number of curriculum areas.

3. The consideration of integrating an exceptional student on a permanent basis into a heterogeneous class of students shall involve consultation and consensus between District staff, parent or guardian, teachers and administrators who may be affected by such integration, prior to integrating the student into the class or classes.

4. It is the responsibility of the Board to ensure that any additional resources necessary to integrate an exceptional student are available prior to the placement of an exceptional student in any class. The necessary resources shall be determined by the Board in consultation and with consensus of the School Based Team.
5. Any teacher of an exceptional student shall have the opportunity for professional development/retraining. Whenever possible this professional development shall take place prior to placement of the student.
6. The Principal may place an exceptional student in a classroom on an emergency basis (maximum three (3) weeks), but any permanent placement shall occur only after the above steps have been followed.
7. The following conditions should prevail prior to the integration of exceptional students:
 - a. no more than three (3) exceptional students shall be integrated at the same time in a regular classroom.

Classes with three (3) exceptional students shall have their class size guideline reduced by two (2) (exception Grade 11 and 12 non-academic electives) and classes with two (2) exceptional students shall have their class size maximum reduced by one (1).
 - b. teachers of integrated students shall be given appropriate release time as determined by the principal and teacher for purposes of conferencing, observation and preparation of materials with regards to integration of exceptional student(s).
 - c. the teacher(s) receiving the exceptional student(s) shall receive in-service to ensure that the integration experience is positive for the exceptional student(s), the regular students and the teacher.
 - d. where such in-service, training, or professional development must take place in the months of July and/or August the teacher shall be paid at the rate as specified in Article B.34.
 - e. the number of regular students in an integrated classroom shall be low enough to ensure both the regular and the exceptional students receive a fair share of the teacher's instructional time.
 - f. special consideration be given to class sizes, teaching assistants and clerical time allotments, equipment/furniture; monies, and administrative assistance time.
 - g. teachers of regular classes shall not be solely responsible for the completion of individual Educational Programs or for the modification of curriculum and/or materials for the exceptional student(s) who is integrated into the classroom.
8. Articles D.2.1 to D.2.7 inclusive, will not apply to employees in the adult education programs.

9. School-Based Support Team

Where the classroom teacher determines that there are students in his/her class who significantly affect classroom management, routines and instruction, he/she shall have the right to refer such student(s) to the School Based Team for consideration and appropriate action.

10. The referring classroom teacher, school support teacher, and Administrative Officer shall be included on the School Based Team. Other members of the team may include the Learning Assistance teacher, and/or other teachers on staff with pertinent information. District-based staff such as itinerant teachers, counsellors, speech and language pathologists may be included. Parents and health professionals may also be included to discuss specific information.
11. The School Based Team shall be a problem-solving support group for the classroom teacher. The School Based Team shall, at the request of the teacher:
 - a. collect and interpret assessment and historical data;
 - b. assist in preparing an educational program for students referred to the School Based Team;
 - c. review the educational plan of any student who is referred to them by a classroom teacher, and
 - d. provide referrals to district specialists for additional evaluation and/or support.
12. The School Based Team shall meet within ten (10) working days of a referral to review the case. In the event that such a meeting cannot be scheduled within the ten (10) days some form of interim assistance, suitable to the classroom teachers, shall be provided.
13. The School Based Team shall make recommendations it considers appropriate in the circumstances. Such recommendations may include but shall not be limited to:
 - a. further assessment,
 - b. alternate placement,
 - c. release time for the enrolling teacher and other school-based personnel, as may be required to facilitate ongoing assessment and consultation;
 - d. teacher assistant time, and/or
 - e. other assistance as agreed to by the enrolling teachers.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:462 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:249 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:33.3 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4 PREPARATION TIME

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

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

ARTICLE D.5 MIDDLE SCHOOLS

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

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

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

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

ARTICLE D.21 HOURS OF WORK

1. The instructional time shall be twenty-five (25) hours per week for full-time elementary teachers and twenty-seven and one-half (27.5) hours per week for secondary teachers.

2. An adult education employee shall be assigned hours of instruction based on course and program schedules.
3. A full-time adult education teacher position shall be based on 1,000 hours of instruction during a work year.
4. Professional development for adult education teachers will be developed collegially by Administration and adult education staff.
5. Any work performed by employees covered by this Agreement beyond the employee's work year, shall be voluntary.

ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS

1. a. The regular work year shall provide:
 - i. No fewer than five (5) days for professional development
 - ii. No fewer than one (1) year end administrative day
 - iii. One full day and two early dismissals after instruction of three hours for student assessment/evaluation and parent/teacher consultation for each formal reporting period.
- b. All such days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year.
- c. The first day of Christmas break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday, then school shall reopen Tuesday, January 3.
- d. The first day of Spring break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March, except for 1991 when Spring Break shall commence on March 28th and end April 8th.
- e. Any work performed beyond the teacher's regular work year shall be voluntary and paid pursuant to Section B, Article B.34.
- f. Articles D.23.1.a to D.23.1.e inclusive will not apply to employees in the Adult Education programs.

ARTICLE D.24 SUPERVISION DUTIES

1. No teacher shall be required to perform any supervision duties during the school's regularly scheduled noon intermission or before school in the mornings.

- c. 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.
- d. Decisions of the committee shall be made by a majority vote.
- e. A quorum of the staff committee shall be determined by the school teaching staff, and shall always include the Principal or designate, unless the Principal has failed to provide two (2) days' notice of unavailability.
- f. Recommendations of the staff committee shall be voted on by the teaching staff at a staff meeting.

5. Implementation

- a. Decisions made by a majority vote of the school teaching staff shall be binding on all members of the school teaching staff.
- b. The School Administration shall not unreasonably refuse to implement the recommendations of the school teaching staff. The School Administration may exercise its veto power at this point and will provide reasons for such veto to the school teaching staff at a staff meeting, such reasons to be appended to the minutes of the meeting. This administrative veto is not subject to grievance.

6. Adult Educators' Staff Committee

The composition of the Adult Educators' Staff Committee shall be pursuant to the current Letter of Understanding between the Maple Ridge Teachers' Association and the Board.

ARTICLE D.27 STAFF MEETINGS

- 1. Staff meetings shall be defined as any meeting which the teaching staff are expected to attend. Before September 30, the Principal in consultation with the Staff Committee, shall prepare and circulate to the staff a schedule of regular staff meeting dates.
- 2. An agenda shall be prepared by the Administrator in consultation with the Staff Committee.
- 3. Teachers may place items on the agenda.
- 4. Written minutes of staff meetings shall be kept and circulated to all staff members.
- 5. Staff meetings shall be held within the regular work year. Such meetings shall not be scheduled:
 - a. To commence more than one (1) hour prior to the beginning of classes nor to conclude later than two (2) hours after the dismissal of students unless the majority of the staff vote to extend the meeting beyond this timeframe; nor
 - b. On weekends or holidays.

change and on measures to be taken by the Board to protect the Association members from any adverse effects.

ARTICLE D.29 HEALTH AND SAFETY

1. Space and Facilities

- a. Classes shall be conducted only in facilities that are clean and where temperature, lighting, humidity, sound level and other physical conditions are hygienic, safe, and conducive to effective learning.
- b. Each worksite and facility operated by the employer shall comply with the Workers Compensation Act and related Occupational Health and Safety Regulations.

2. District Health and Safety Committee

a. Principle

The Board and the Association recognize the need to have an effective health and safety program. The Board agrees to full compliance with the provisions of the Workers Compensation Act and Regulation.

b. Committee Structure

A District Health and Safety Committee shall be established and composed of two (2) representatives of the Association and two (2) representatives of the Board, without eliminating the rights of both parties to engage consultants and assistance from other jurisdictions. These consultants will not become members of the joint committee. The District Health and Safety Committee shall be expanded to include two (2) representatives from CUPE Local 703.

c. Committee Meetings

Each September, the District Health and Safety Committee shall meet to establish a meeting schedule for the current school year. All proceedings of the Committee shall be recorded and minutes shall be forwarded promptly to the Board, the Association, and CUPE Local 703. The Chair of the Committee will be elected each September.

d. Duties of the Committee

The primary purpose of the Committee shall be to work together in a consultative and cooperative spirit to promote compliance with WorkSafeBC Policies and Regulation and to identify, review and resolve district-wide health and safety concerns. The duties of the Committee include, but are not limited to, the following:

- i. Promote and provide support to site based Health and Safety Committees to assist in complying with WorkSafeBC Regulation and Board policies, procedures and requirements.

- ii. Review monthly reports from the Manager of Health and Safety regarding site-based Health and Safety Committee activities and provide support where a need is identified.
- iii. Review monthly district-wide statistical reports which include reported accidents, incidents, and threats.
- iv. Make recommendations that enhance the occupational health and safety of District employees and support site compliance with WorkSafeBC Regulation and Board policies.
- v. Review any WorkSafeBC inspection reports issued since the previous Committee meeting.
- vi. Review and update the District Health and Safety Committee Terms of Reference annually.

3. Unsafe Working Conditions

A teacher will not be required to work in a classroom which does not conform to health and safety standards as provided for under the School Act or WorkSafeBC Regulation. If a teacher is concerned about the conditions pertaining to the teacher's or students' health and safety, the teacher shall immediately report such concerns to the supervising Administrative Officer or designate, who will ensure that work is performed without due risk. A teacher shall not be disciplined or penalized for refusal to work in conditions that they reasonably believe are unsafe or where health is at risk.

4. Student Medication

- a. Student medication procedures in schools shall be as follows:
 - i. Teachers have a duty to render assistance in an emergency,
 - ii. Teachers shall not be called on to administer medication,
 - iii. The Board shall establish policies that require schools to establish systems for administering medication after consultation with parents, family physicians, the Public Health Nurse and the Medical Health Officer.

5. Communicable Diseases

- a. The examination of students for communicable disease or infestations shall not be the responsibility of any teacher.
- b. In the event that there are confirmed cases of communicable childhood diseases such as measles, mumps, or chicken pox at the school, the Principal will advise staff, including the staff representative.
- c. The Board shall comply with the applicable WorkSafe BC Regulations.

6. Hazardous Materials

- a. The Board shall comply with WorkSafeBC regulation regarding WHMIS.

7. Safety Gear
 - a. The Board is responsible for the purchase of safety gloves and safety goggles for teachers requiring this gear to ensure their safety while carrying out their teaching duties.

ARTICLE D.30 TEACHER TEACHING ON CALL (TTOC) WORKING CONDITIONS

1. The TTOC shall be required to assume only the duties of the teacher they are replacing, but where no assignment has been planned by the absent teacher the principal may assign the substitute to another area.

ARTICLE D.31 OTHER DUTIES

1. No teacher shall be assigned duties normally performed by non-teaching Board employees, except in cases of emergency for the safety of students.

ARTICLE D.32 TEACHING ASSIGNMENT

1. In time-tabling teachers' loads, special consideration shall be given to the load of beginning teachers to provide an assignment which is not excessive for the beginning teacher in terms of the number of course preparations, the number of subject areas, and the teaching location.

ARTICLE D.33 SPACE AND FACILITIES

1. Teachers' Workroom
 - a. The Board shall make every reasonable attempt to provide a staff workroom in the school.
 - b. The Board shall make every reasonable attempt to provide a work and storage area within each school for teachers whose assignment is in two (2) or more locations.
 - c. The Board shall make every reasonable attempt to provide all teachers who are not school based a work and storage area at a suitable location within the District.
 - d. The Board shall make every reasonable attempt to schedule suitable work areas for teachers who are providing services at their school.
2. Staff Rooms
 - a. The Board shall provide a staff room for the use of employees.

3. Portables
 - a. A teacher shall not be assigned to a portable two (2) consecutive years, unless the teacher requests otherwise or unless the portable has been set up for a specific use, e.g. Science Pod, Computer Lab.
 - b. The Board shall make every reasonable attempt to ensure that portables are functional and are equipped with the same resources, amenities and services found in school classrooms.
 - c. The Board shall ensure that the necessary equipment will be in place to communicate emergencies and emergency procedures.
4. Community and/or Commercial Use of School Facilities
 - a. District procedures relating to community and/or commercial use of school facilities shall be located on the staff intranet.

ARTICLE D.34 ITINERANT TEACHERS

1. Itinerant teachers are teachers and Associated Professionals who are district based, e.g., Student Support Services, Language Services.
2. Travel time between instructional assignments of itinerant teachers shall be calculated as part of the teacher's total instructional assignment in Section D, Article D.21.
3. Itinerant teachers shall have access to a telephone at each assigned location.

SECTION E – PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

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

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

a. Harassment includes

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

b. Sexual harassment includes:

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

3. Resolution Procedure

a. Step 1

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

b. Step 2

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

c. Step 3

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
 - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
 - (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.
- ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.
- iii. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- iv. The complainant may request:
 - (1) that the investigator shall be of the same gender as the complainant; and/or
 - (2) an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.Where practicable the request(s) will not be denied.
- v. The investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.

4. Remedies

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

5. Informal Resolution Outcomes

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

- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

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

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

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

ARTICLE E.21 NO DISCRIMINATION

1. The Board and the Association subscribe to and shall follow the principles of the Human Rights Code of British Columbia as referenced in Appendix C of the collective agreement.
2. It is understood that Part 13.1 of the Human Rights Code includes no discrimination in the matter of hiring, promotion, transfer, or discipline. (Note: Refer to Human Rights Code part 13).
3. The Board agrees that there shall be no discrimination with respect to any employee participating in the activities of the Association, including carrying out duties as a representative of the Association. In addition, neither the Board nor the Association will discriminate against any employee because of past membership in a trade union.

ARTICLE E.22 HIRING PRIORITY

1. Advertisements and application forms for appointment to the teaching staff of the Board shall not include reference to extra-curricular activities and programs, and such matters shall not form part of any contract of employment. All postings will be reviewed and approved by the Human Resources Department.

ARTICLE E.23 POSTING AND FILLING VACANT POSITIONS

1. In this article “vacancy” means an existing or newly created teaching assignment/position to which a teacher is not assigned. A teaching assignment does not become a vacancy if a teacher on a continuing appointment is returning from a leave of absence to that position.
2. All vacancies and new positions to take effect at the start of a school year and identified prior to June 30 shall be posted as soon as reasonably possible in all schools and centres of the School District, and a copy sent to the MRTA office. Vacancies identified after the start of a school year will also be posted and distributed as above.
3. Positions becoming vacant in July or August shall be posted in the Board office, with a copy to the MRTA office. Additionally, the MRTA office will be contacted by telephone or fax with the information. Such positions will be advertised either in a provincial newspaper or electronic job site.
4. Positions arising after August 15 will be emailed or faxed to the MRTA office when a posting is impractical.
5. By April 30 of each year, the Board will provide schools/staffs and the Association information as to staffing timelines for the subsequent school year.
6. In filling vacant positions, the Board shall proceed as follows:
 - a. Placement of teachers on continuing contract requesting transfer;
 - b. Placement of any teacher transferred by the Board;

- i. If a transfer is to be initiated from a school for reasons of declining enrolment, unless a more senior teacher agrees to be transferred, the transfer shall be effected in reverse order of District seniority, provided that the teacher retained possesses the necessary qualifications.
 - b. A Board official intending to recommend transfer of a teacher shall at least one month prior to the recommendation being placed before the Board:
 - i. Meet with and inform the teacher in writing of the nature of and reason for the proposed transfer;
 - ii. Identify all vacant positions.
 - c. Prior to receipt of written notification of a transfer, a teacher may request a meeting with the Superintendent or designate to discuss the transfer. The teacher may be accompanied by a representative(s) of the Association.
 - d. At or subsequent to such a meeting the teacher shall have the opportunity to advise the Board official of any retraining requirements, in-service release time, or assisting teacher support which they believe necessary to adequately prepare for the proposed transfer.
 - e. Where a Board initiates a transfer after the start of a school year, and where the assignment is different from the current assignment, the Board shall provide teacher support as required and in-service release time if necessary to ensure professional retraining commensurate with the degree of change of assignment.
 - f. Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for three (3) school years, and shall be entitled to eligibility for vacant positions under section E, Article E.23.6.
 - g. Transfers initiated by the Board shall be completed prior to May 31 for the next school year, except in exceptional circumstances.
 - h. A teacher who is transferred for reasons of projected enrolment decline, position reduction or other such factor shall have the opportunity of returning to the position previously held in the event that the projected factors do not actually materialize and this is known before the start of the next school year.
 - i. Any grievance concerning a transfer initiated by the Board shall be referred directly to Section A, Article A.6.
 - j. The Board shall provide \$1,500 annually to a fund to be used for district delivery services related to all Board initiated transfers under Article E.24.1 (a). The district shall not be expected to expend more than the balance of the fund, regardless of the number of transfers. Any unused funds will be rolled over until the expiration of the collective agreement.
2. Teacher Initiated Exchange
- a. A teacher interested in an exchange will submit their name, school and present assignment to the Personnel Office on a form prepared by the Personnel Department by February 28.

- b. The Personnel Office will compile this information and circulate it to all schools by March 6.
 - c. Any teacher(s) interested in exchanging to a position(s) identified in E.24.2.2 will contact the identified teacher(s) directly to discuss the suitability of a possible exchange(s).
 - d. Teachers will initiate a meeting with their respective Administrative Officers to discuss the suitability of an exchange.
 - e. An exchange will take place only if the teachers and Administrative Officers involved agree.
 - f. If a vacancy doesn't exist as identified in the Collective Agreement, the usual process relating to Posting is only waived for the purposes of this type of exchange.
 - g. All teacher initiated exchanges will normally be completed by April 10. This timeline may be waived by agreement of the teachers and Administrative Officers involved.
 - h. These teachers will be informed of their right to attend staff meetings scheduled for teacher assignment at their new school.
 - i. The Administrative Officer of the receiving school will inform the new teachers of the date and time of such a staff meeting.
 - j. The exchange of teachers is not limited to two (2) but may include two (2) or more schools and teachers.
 - k. The exchanges do not necessarily have to be in the same subject area or grade level.
3. Assignment – in School
- a. Assignment within a school shall be based on the qualifications, training, experience, equitable distribution of workload and personal preference of the teacher.
 - b. A staff meeting shall be held prior to April 30 for the purpose of discussing the proposed timetable and staff assignments for the next school year.
 - c. A teacher who objects to the assignment in the school may request a meeting with the Superintendent of Schools or designate to discuss the assignment. The teacher may be accompanied to this meeting by a member of the Association.
 - d. The Board will endeavor to establish teaching assignments by June 15.

ARTICLE E.27 POSTING AND FILLING VACANT POSITIONS IN ADULT EDUCATION PROGRAMS

1. For adult education programs – vacancy means a course or program designated as continuing (core) to which no teacher has been assigned.
 - a. To the extent possible the posting and filling process described in Article E.23 will not apply to the posting of adult education courses or programs that are designated as continuing (core).
 - b. The Board may post term adult education courses or programs at any time and may indicate on the posting that the position is subject to sufficient enrolment.
 - c. The teacher appointed to a position shall be the teacher who has the necessary qualifications for the position as defined in Article D.2.9 determination of qualifications may include examination of written reports and references.
 - d. The successful applicant shall be offered a term contract for the duration of the course or program.
 - e. Any applicant who has previously successfully taught the course or program shall be offered the position in priority over other applicants.
 - f. 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.

ARTICLE E.28 EVALUATION OF TEACHERS

1. All reports on the work of a teacher shall be in writing.
2. At least ten (10) working days prior to commencing observations, unless otherwise requested by the teacher, the evaluator shall meet with the teacher and seek agreement on the purposes of the evaluation, the time-span and schedule of observations and the criteria and standards to be applied. The criteria shall be in writing and shall be consistent with those generally accepted by the teaching profession and based on current instructional effectiveness research.
3. No criteria shall be applied which relate to aspects of the teaching/learning situation over which the teacher does not have both responsibility and control.
4. Each report shall be based on not less than three (3) nor more than six (6) formal observations which reflect the teacher’s assignment, unless otherwise requested by the teacher.
5. Periods chosen for observation shall be during normal periods of the school year and the teacher shall have the opportunity to select two (2) observation times.
6. Following each observation and prior to subsequent observation, the evaluator shall discuss with the teacher their observations and impressions. Such observations shall further be provided to the teacher in the form of a written anecdotal statement within three (3) working days.

7. Reports shall be prepared only by the Superintendent or a Deputy or Assistant Superintendent or a Director of Instruction or an Administrative Officer of the school to which the teacher is assigned or a District Principal responsible for the subject area to which the teacher is assigned.
 - a. Notwithstanding Section E, Article E.28.7, should a teacher request an evaluation by an Administrative Officer other than listed above, the request shall not be unreasonably denied. Such request must be submitted to the Superintendent prior to the commencement of the evaluation.
8. The content of a teaching report shall be specific objective descriptions of teaching performance.
9. The report will be based primarily upon observations in the teacher's major area of assignment. The report should note any differences between the teacher's assignment and their training and experience.
 - a. In the case of an adult education teacher, 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 teacher'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 E.28.2.
10. In the event of a less than satisfactory report, a plan of assistance shall be made available to the teacher by the Board. The plan of assistance shall be completed before another evaluation is initiated.
11. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy. They shall have the opportunity of meeting with the evaluator in the company of a third person to discuss the draft. The evaluator shall make every effort to ensure accuracy and to reach agreement on the report with the teacher prior to filing the final report.
12. The final report shall be filed only in the teacher's personnel file at the School Board Office. A copy shall be given to the teacher at the time of filing.
13. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.
14. Subject to Section C, Article C.23, a report on a teacher shall not be written more than once every three (3) years.

[Note: See also Article C.3 Evaluation.]

ARTICLE E.29 PERSONNEL FILES

1. There shall be only one personnel file per teacher, maintained at the District Education Office. After receiving a request from a teacher, the Superintendent or designate shall grant access to the teacher's personnel file as soon as reasonably possible.

4. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by-law.

ARTICLE E.31 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and
 - a. An investigation by the Board has not concluded that the accusation is true, or
 - b. The teacher is acquitted of criminal charges in relation to the accusation and there is no suspension or dismissal by the Board, or
 - c. An arbitrator considering discipline or dismissal of the teacher finds the accusation to be false,

the teacher and the teacher's family shall be entitled to all reasonable specialist counseling and/or medical assistance to deal with negative effects of the allegations.
2. The teacher shall be assisted to the fullest possible extent by the Board in assuring successful return to teaching duties. This shall include any necessary leave of absence with pay, first priority for transfer to any vacant position requested by the teacher, for which the teacher is qualified, and, where requested by the teacher, provision of factual information to parents by the Board.

4. The fund shall be administered pursuant to policies of the Association and the Joint MRTA/Board Professional Development Committee terms of reference according to Appendix A, and will remain in effect and be amended only with the mutual consent of both parties to this Agreement.
5. Joint MRTA/Board Professional Development monies, where these have not been expended in a given year, shall accumulate in the Joint MRTA/Board Professional Development account.
6. The Board agrees to provide \$30,000 yearly for cost of teachers teaching on call (TTOCs) for those teachers granted any professional development leave of absence and shall be in addition to the Board's regular contribution to the Professional Development Fund.

ARTICLE F.23 NON-INSTRUCTIONAL DAYS

1. All of the available non-instructional days as stated in Section D, Article D.23.1.a.i shall be used for teacher professional development activities, organized by the school Principal and school staff and/or school Pro-D Committee and/or the Joint MRTA Board Professional Development Committee.
2. Non-instructional days shall be considered as instructional days for contract purposes.

ARTICLE F.24 DISTRICT PROFESSIONAL DEVELOPMENT DAYS

1. The Board and the Association shall each provide up to \$8,000 annually in support of the District Annual Professional Development Day. The activities for this day shall be planned and organized by the Joint MRTA/Board Professional Development Committee.

ARTICLE F.25 ACCREDITATION – SCHOOL ASSESSMENT

1. The Board and the Association agree that evaluation of programs and their implementation is beneficial to the continued provision of quality education in the district. It is acknowledged that an external evaluation or assessment requires increased clerical time and release time for teachers in order to minimize the disruption to instruction.
2. The Administration and staff shall determine the school's requirements for extra Teachers Teaching on Call (TTOCs) and clerical support, in conjunction with appropriate district personnel and make recommendations to the Board to meet these requirements and such recommendations shall not be unreasonably denied.

ARTICLE F.26 PROFESSIONAL AUTONOMY

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

- 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.)

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

Local Provisions:

5. Teachers and teachers-teaching-on-call with assignments that qualify for payment on scale, shall be granted a maximum of five (5) days leave without loss of pay in the case of death of spouse (including common-law) and/or child, parents, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, same gender partner and/or any other relative who has been residing in the same household over a period of not less than one year.
6. Where physical arrangements for the funeral cannot be accomplished in the period under Article G.4.1 or G.4.5, extended leave may be granted under provisions of Section G, Article 37. See also Article G.4.3 for additional unpaid leave.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

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

Implementation:

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

[Note: See also Article G.35 Discretionary Leave.]

ARTICLE G.6 LEAVE FOR UNION BUSINESS

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.

[Note: Provincial Article G.6 Leave for Union Business is not applicable in School District No. 42 (Maple Ridge-Pitt Meadows). Article G.6.1.b applies for the purposes of Article A.10 only. See also Article A.21 Association Rights.]

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

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

ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

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

ARTICLE G.9 TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE

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

ARTICLE G.21 SICK LEAVE

1. It is recognized that the purpose of sick leave is to provide full pay to teachers who are unable to work due to sickness or for reasons of unavoidable quarantine.
2. Sick Leave accumulated as of June 30, 1988, shall remain in the credit of each teacher for use pursuant to provisions of the Article.
3. Teachers rendering service on a continuing appointment basis shall be entitled to sick leave credit and to accumulate unused sick leave based on one and one-half (1 ½) days for that month, assuming a full-time assignment, or if less than a full-time assignment, sick leave credit proportionate to time taught.
4. Teachers rendering service on temporary contract shall be entitled to sick leave credit and to accumulate unused sick leave based on one and one-half (1 ½) days for that month assuming a full-time assignment, or if less than a full-time assignment, sick leave credit proportionate to time taught.
5. Teachers-Teaching-on-Call who provide continuous service in the same assignment of more than ten (10) teaching days, shall be entitled to sick leave credit and to accumulate unused sick leave credit based on one and one-half (1 ½) days for that month or portion thereof of actual time taught. After the ten (10) continuous teaching days of service, sick leave will be calculated retroactively to initial date of assignment. The accumulated time shall not be carried forward to subsequent assignment except where there is no break in service.
6. There is no maximum as to the number of days of sick leave that may be accumulated.
7. Each year, no less than fifteen (15) days of sick leave will be available to each teacher at the beginning of the school year.
8. Teachers commencing employment with the Board during the year shall then have available to them a pro-rata portion of sick leave benefits which would accrue to them for the balance of the school year.
9. Any amount paid to a teacher for sick leave advanced but not earned during the school year shall be repaid by the teacher through a payroll deduction or by direct payment to the Board as appropriate.
10. Where the Board is unable to collect any outstanding balance, as provided for under Section G, Article G.21.9. the Association will join with the Board and undertake a course of action as appropriate to recover any outstanding amount from the teacher.
11. Each employee shall be apprised of their accumulated sick leave credits on the employee monthly pay statement.
12. The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed one hundred forty (140) days.
13. Teachers may be required to provide an acceptable medical certificate in relation to any absence due to sickness.

14. Where a teacher is in receipt of Workers' Compensation and at the same time is entitled to sick leave, the Board shall fractionally increase the teacher's benefits to full pay and shall reduce the teacher's sick leave credit by the same fraction of full days until no accumulated sick leave remains, whereupon the Board's responsibility shall cease.
15. If a teacher resigns or is laid off from the Board's employ and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit upon resumption of a position with the Board of the balance of all sick leave remaining to the teacher's credit at the time of the teacher's resignation or layoff. Any credits which have been ported from SD No.42 to another district pursuant to PCA Article G.2 shall not be available to the teachers. Pursuant to Article G.1, an employee who is rehired to SD No. 42 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.
16. A teacher who contracts a communicable childhood disease, such as measles, mumps, chicken pox, shall, upon application, receive compassionate leave with pay provided that there are other cases of the disease in the school to which they may have been exposed, and the teacher has availed themselves of the appropriate Public Health immunization program.
17. A teacher who resumes employment, shall on the expiration of a leave for maternity purposes have reinstated all entitlements to accrued sick leave benefits which the teacher would have been entitled had the maternity leave not been taken. This clause has effect only to the extent of short term maternity leave of eighteen (18) weeks as provided for in the Employment Standards Act (1991).

ARTICLE G.22 MATERNITY AND S.U.B. PLAN

1. Short-Term Maternity Leave
 - a. A pregnant teacher shall be granted upon request a leave of absence.
 - i. As provided for in Part 6 of the Employment Standards Act, Appendix B of this Agreement, or
 - ii. For a stated period of time so that the return to duty will coincide with the commencement of the following term or semester, or following the spring break.
2. Supplemental Employment Insurance Benefits on Maternity Leave
 - a. When a pregnant teacher takes the maternity leave to which they are entitled pursuant to the Employment Standards Act, the Board shall pay the teacher;
 - i. Ninety-five percent (95%) of their current salary for the first two (2) weeks of the leave, and, where the teacher is eligible to receive EI maternity benefits,
 - ii. The difference between seventy-five percent (75%) of their current salary and the amount of EI maternity benefits received by the teacher, for a further fifteen (15) weeks,
 - iii. The Board agrees to enter into the Supplemental Employment Benefit (SEB) Plan agreement required by the Employment Insurance Act in respect of such maternity payment.

3. Short-Term Parental Leave

- a. A parental leave (inclusion of adoption leave) shall be granted upon request:
 - i. As provided for in Part 6 of the Employment Standards Act, or
 - ii. For a stated period of time so that the return to duty will coincide with the commencement of the following term or semester or following the Spring break.
 - iii. Two (2) days leave with pay shall be granted, upon written application to the Superintendent of Schools to be taken at the discretion of the teacher.

4. Extended Maternity Leave

- a. Teachers granted leave under Section G, Article G.22.1.a and G.22.3.a, who choose not to return to work at the expiration of that leave may apply for extended maternity/parental leave, four weeks prior to the expiry of the current leave.
- b. Leave shall be granted upon request for a period of up to a maximum of twenty (20) school months, with return to coincide with the commencement of a school year or term.
- c. Teachers returning from extended maternity/parental leave shall do so at the commencement of a term or semester and shall notify the Board eight (8) weeks in advance except in respect to leave expiring June 30 where notice shall be given by March 31.

5. Use of Sick Leave

- a. If at the end of the agreed-upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for sick leave benefits according to Section G, Article G.21.

6. Early Return and Emergency Situations

- a. In the case of an incomplete pregnancy, death of the child, or other special situations, a teacher may return to duty earlier than provided in the agreed upon leave.
- b. The teacher intending to make an early return to duty will submit a written application and a medical certificate.
- c. In emergency situations, the teacher's application for leave will be considered on shorter notice.
- d. A terminated pregnancy shall be treated in the same manner as a birth under the Employment Standards Act (1991), and the maternity and extended maternity leave provisions of the Agreement.

7. Extended Maternity/Parental Leave Benefit
 - a. When a teacher has been granted extended maternity/parental leave the Board will pay its share of all benefit premiums during the period of the leave, if the teacher so requests and makes suitable arrangements for the continuation of their share of the premiums.
8. Adoption
 - a. In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this Section shall apply including all rights guaranteed under the Employment Standards Act (1991). Paid leave of two (2) days shall be granted to either parent, or both, (if both are employees of the Board), for mandatory interviews or travelling time to receive the child.
9. Assignment
 - a. A teacher returning from short-term leave shall be reassigned to the same position held prior to the leave;
 - b. A teacher returning from extended leave shall be assigned to a reasonably comparable position within the District;
 - c. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

ARTICLE G.23 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

1. The Board shall grant leave of absence with pay to any employee summoned for jury duty or required to attend any legal proceedings by reason of subpoena or notice of witness. An employee on such leave shall pay to the Board any sums received for jury duty or witness fees, exclusive of travelling costs or meal allowances.
2. Where the Board requires a teacher to attend proceedings in connection with the interpretation or application of this Agreement, the Board shall grant leave with pay.
3. Where the private affairs of an employee have otherwise occasioned an appearance in legal proceedings, a leave of absence with full pay less the cost of a Teacher Teaching on Call (TTOC) shall be granted by the Board.

ARTICLE G.24 BEREAVEMENT

Deliberately left blank. Replaced by provincial Article G.4 Bereavement Leave.

- b. Candidates for exchange will submit a resume which will include:
 - i. Educational background;
 - ii. Professional perspective;
 - iii. Professional experience;
 - iv. Evidence of professional growth and development;
 - v. At least pertinent references.
3. Teachers may apply for exchange based on one or more of the following plans:
- a. Identical Exchange
 - i. Teachers exchange classrooms and assignments.
 - ii. At the end of the exchange period, teachers return to the parent school and classroom as per Term and Condition under Section G, Article G.38.1.c.
 - b. Collegial Exchange
 - i. At the elementary level teachers from similar levels (i.e. primary with primary) would exchange.
 - ii. At the secondary level, teachers from the same subject areas would exchange.
 - iii. Teachers applying for collegial exchange will be placed in the host district but not necessarily at the same school from which the exchange originated.
 - c. Complementary Exchange
 - i. Designed for teachers who are or who may be teaching outside their preferred level and/or subject area.
 - ii. Teachers apply to exchange to another district where they could teach at their preferred level and/or in their preferred subject areas.

ARTICLE G.39 SELF-FUNDED LEAVE PLAN

- 1. The Board shall administer a Self-Funded Leave Plan as determined by a separate Agreement.
- 2. The Self-Funded Leave Plan shall be governed by a Self-Funded Leave Plan Committee composed of three (3) members appointed by the Association and not more than three (3) members appointed by the Board. The committee shall select a chairperson from amongst its members.
- 3. The committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection and election of an eligible investor for the deferred compensation amounts.
- 4. During the period of leave, the teacher shall continue to receive medical, extended health, group life insurance and dental benefits at full cost to the employee.
- 5. On return from leave, the teacher shall be assigned to the same assignment held prior to taking the leave, unless a different assignment is mutually agreed upon.

6. Any employee participating in this plan shall not hold responsible the Board of Education for any subsequent actions that might arise to the detriment of the employee for reasons such as investment decisions of the committee, rulings by Revenue Canada concerning taxation questions, etc.

ARTICLE G.40 LONG SERVICE LEAVE

1. Up to three percent (3%) of the District teaching staff shall, upon application, be granted long service leave per school year, subject to the following:
 - a. Long service leave shall be for a school year (September to June) or, in circumstances approved by the Superintendent, for a school term.
 - b. Teachers shall have five (5) or more years of service in the District to be eligible for long service leave.
 - c. Applications for long service leave must include a recommendation from the applicant's immediate supervisor and must be submitted to the Superintendent of Schools' office by May 1 of each year. Acceptance or rejection of the requested leave of absence will be made known to the applicant by May 31. Written confirmation shall be made by June 7.
 - d. Long service leave is contingent upon a suitable replacement, at a lesser cost of per annum salary than the incumbent teacher, being hired on a temporary appointment by the District.
 - e. Salary for the year will be the difference between the teacher's current annual salary and the annual salary of the replacement teacher. For purposes of calculation, annual salary will include only the basic annual salary exclusive of any allowances.
 - f. A teacher may maintain fringe benefits while on long service leave by making arrangements with the Secretary-Treasurer's office in advance of the leave, paying the full share of the premiums for the estimated leave of absence.
 - g. Teachers returning from leave will return to their previous assignment if this can be arranged or to a similar position as shall be arranged through District personnel placement opportunities.

ARTICLE G.41 BOARD POLICY LEAVES

1. Employees are eligible to apply for applicable unpaid leaves of absence as established by Board policy located in the policy manual on the district website.

SIGNATURES

Signed at _____, British Columbia, this _____ day of _____, 2022.

Flavia Coughlan, Secretary Treasurer
School District No. 42 (Maple Ridge -
Pitt Meadows)

Trevor Takasaki, President
Maple Ridge Teachers' Association

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

Clint Johnston, President
British Columbia Teachers' Federation

Appendix A: Joint MRTA/Board Professional Development Committee

Between

**The Board of Education of School District No. 42
(Maple Ridge – Pitt Meadows) (“the Board”)**

And

The Maple Ridge Teachers’ Association (“MRTA”)

TERMS OF REFERENCE

A. The Committee shall consist of:

- 1) School District No. 42
 - a. the Superintendent or their appointee
- 2) Maple Ridge Teachers’ Association
 - a. chairperson of the MRTA Pro-D Committee
 - b. an elected representative of the MRTA Pro-D Committee

B. The Committee shall be governed by the following procedures:

- 1) The Committee shall elect a chairperson at the beginning of each school year.
- 2) The Committee shall meet at least four (4) times a year. Additional meetings shall be held at the request of the chairperson or any member of the Committee.
- 3) Three (3) members shall constitute a quorum.
- 4) Decision shall be via consensus. In the event of no consensus, the issue will be referred to the School Board and MRTA Executive for a decision.

C. Policy Guidelines:

Purpose:

The Joint MRTA/Board Professional Development is to:

- a. Establish long and short range objectives that are in harmony with District and MRTA policies for Professional Development.
- b. Assist the MRTA Professional Development Committee in accomplishing the objectives in i).
- c. Establish guidelines for allocating substitute days for staff who wish to engage in in-service activities.
- d. Establish guidelines for allocating funds for in-district and out-of-district activities.

Appendix B: Employment Standards Act (updated to 2015 October 06)

Between

**The Board of Education of School District No. 42
(Maple Ridge – Pitt Meadows) (“the Board”)**

And

The Maple Ridge Teachers’ Association (“MRTA”)

Part 6 Leaves and Jury Duty

Section 50 Pregnancy Leave

50. 1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave
- a. beginning
 - i. no earlier than 11 weeks before the expected birth date, and
 - ii. no later than the actual birth date, and
 - b. ending
 - i. no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
 - ii. no later than 17 weeks after the actual birth date.
- 2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- 3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under subsection (1) or (2).
- 4) A request for leave must;
- a. be given in writing to the employer,
 - b. if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
 - c. if required by the employer, be accompanied by a medical practitioner’s or nurse practitioner’s certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- 5) A request for a shorter period under the subsection (1) (b) (i) must
- a. be given in writing to the employer at least one week before the date the employee proposes to return to work, and

Appendix C: BC Human Rights Code [RSBC 1996] CHAPTER 210

(Current to May 29, 2013)

Part 13

Discrimination in employment

13 (1) A person must not

- (a) refuse to employ or refuse to continue to employ a person, or
 - (b) discriminate against a person regarding employment or any term or condition of employment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.
- (2) An employment agency must not refuse to refer a person for employment for any reason mentioned in subsection (1).
- (3) Subsection (1) does not apply
- (a) as it relates to age, to a bona fide scheme based on seniority, or
 - (b) as it relates to marital status, physical or mental disability, sex or age, to the operation of a bona fide retirement, superannuation or pension plan or to a bona fide group or employee insurance plan, whether or not the plan is the subject of a contract of insurance between an insurer and an employer.
- (4) Subsections (1) and (2) do not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

*For the most current language please refer to the **BC Human Rights Code [RSBC 1996]***

MRTA/Board Agreement for Modified School Calendar

AT KANAKA CREEK ELEMENTARY SCHOOL
EFFECTIVE SEPTEMBER 1, 1998 TO AUGUST 31, 1999

Revised May 25, 1998

This letter serves as a letter of understanding, in addition to the collective agreement between the Board of Education of School District No. 42 (Maple Ridge – Pitt Meadows) (herein referred to as “the Board”) and the Maple Ridge Teachers’ Association (herein referred to as “the Association”), for the period September 1, 1998 to August 31, 1999. The Board and the Association agree that, with regard to the implementation of the modified school calendar for Kanaka Creek Elementary School, the following shall serve as a Letter of Understanding.

Preamble

It is agreed that the operation of the modified school calendar at Kanaka Creek Elementary School, shall be covered by terms and conditions of the current Local and Transitional Collective Agreements. It is recognized that no member of the Association shall suffer economic or other contractual disadvantage by virtue of the operation of the alternate school year. Both parties to the Agreement believe that students and staff deserve the levels of support and service provided to other students, schools, and staffs.

The following will serve as specific amendments for the operation of Kanaka Creek Elementary School.

It is, therefore, agreed that, without prejudice to or precedent for either party’s position on future contract issues, the following shall apply.

Pay

Teachers at Kanaka Creek shall be paid in accordance with Section B - Salary and Economic Benefits of Maple Ridge Teachers’ Association Collective Agreement, but they will not receive pay in April or August.

Teachers Teaching on Call (TTOCs)

School will contact TTOCs as needed in July. Priority will be given to TTOCs on the September to June call-out list, who agree to be available in July. Terms and conditions for TTOCs will be in accordance with Article 6 – Teacher Teaching on Call Hiring Practices, Article 10 – TTOCs Working Conditions, and Article 11 – TTOCs Pay.

Itinerant Services

There will be no reduction in any support services, including but not limited to school psychologists, visual and hearing-impaired teachers, speech and language pathologists, occupational therapists and ESL helping teachers, to the school as a result of implementing an alternate schedule. Assignment to Kanaka Creek during the regular school year will continue during July. Itinerant staff will be paid 1/200th of the current annual salary for work in July. Priority will be given to itinerant staff regularly assigned to Kanaka Creek that indicate a desire to work in July. No itinerant staff will suffer any lay-off or reduction in time during the month of April as a result of declined student contacts at Kanaka Creek.

Leave for AGM

Kanaka Creek staff who are elected delegates to the BCTF AGM will be released from teaching duties, without loss of pay, to attend the AGM should it occur when the school is in session.

Request for Transfer from Present Staff

Should any of the current staff not wish to work on the modified calendar, they will apply for a transfer and fill a vacancy in the district in accordance with Section E, Article 2.6 of the collective agreement.

Resource Centre Access

Resource Centre materials will be available to Kanaka Creek teachers during the month of July, in the same manner as materials are available to teachers in the regular work year.

Assignments Deemed Continuous

Regardless of when staff are assigned to the schools, assignments will be deemed continuous even though interrupted by month-long breaks.

Days in Session

The total days in session, or hours of work, for Kanaka Creek will not exceed those in the regular school year.

MRTA Support

Should the services of the MRTA President or Vice-President be required during July, on behalf of a MRTA member of the Kanaka Creek staff, the MRTA will be given 1/200th of their annual salary.

Emerging Issues

A joint committee consisting of two MRTA members and two district staff will make recommendations to resolve issues that arise because of the uniqueness of the Kanaka Creek school calendar.

Review

The MRTA will conduct a review of the modified calendar during the first term of the 1998-99 school year. The Board will compensate the MRTA at 1/200th of the annual salary for each day needed to conduct the review.

Additional Support

Support from special education assistants, child care worker support, secretarial, and custodial, will continue throughout July at the same level as provided during the regular school year.

School Calendar

The school calendar for Kanaka Creek Elementary School shall provide:

- a. the number of instructional days equivalent to those agreed to for schools operating with a traditional (September to June) school calendar.
- b. the same number of non-instructional days, and the same number of administrative days, if any, and the same number of parent-teacher interview days, if any, as agreed to for schools operating with a traditional calendar.

Signed this 19th day of August, 1998.

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

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

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

<p style="text-align: center;">Appendix 1 PROVINCIAL MATTERS</p>
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Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

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

January 22, 2021 - Provincial Matters

Appendix 2 LOCAL MATTERS

Appendix 2 – Local Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

January 22, 2021 - Local Matters.

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

“D. Hogg”
Negotiation Team For
British Columbia Teachers’ Federation

“K. Halliday”
Negotiation Team For
British Columbia Public School
Employers’ Association

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

“K. Halliday”
Chief Negotiator
BC Public School Employers’ Association

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

Professional Development

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

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued entitlement 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:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING NO. 3. A

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

Does not apply in School District No. 42 (Maple Ridge-Pitt Meadows).

LETTER OF UNDERSTANDING NO. 3 B

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

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

Signed this 10th day of April, 2013

Original signed by:

Jacque Griffiths
For BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.

- b. All employees identified will receive the annual recruitment allowance of

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

as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.

- c. The allowance will be paid as a monthly allowance.

Signed this 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

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

Schedule A - List of Approved School Districts or Schools

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

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

Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet

72 - Campbell River (only part of district approved)

Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island

73 - Kamloops/Thompson (only part of district approved)

Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek

74 - Gold Trail (only part of district approved)

Gold Bridge Community	Gold Bridge/ Bralorne
Sk'il' Mountain Community	Seton Portage/South Shalalth/Shalalth
Lytton Elementary	
Kumsheen Secondary	
Venables Valley Community	Venables Valley
Cayoosh Elementary	Lillooet/Pavilion/ Fountain/Band Communities
George M. Murray Elementary	Lillooet/ Pavilion / Fountain/Band communities
Lillooet Secondary	Lillooet / Pavilion / Fountain/Band communities

81 - Fort Nelson (Entire District)

82 - Coast Mountain (Entire District)

84 - Vancouver Island West (entire district approved)

85 - Vancouver Island North (Entire District)

87 - Stikine (Entire District)

91 - Nechako Lakes (Entire District)

92 - Nisga'a (Entire District)

93 - Conseil Scolaire Francophone (only part of district approved)

Ecole Jack Cook	Terrace
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LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 20 years can be ported.
2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to 20 years of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.
4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
 - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
 - No seniority could be ported to the other seniority list.
 - For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING No. 7

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

Revised with housekeeping March 26, 2020

LETTER OF UNDERSTANDING No. 8

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

Alan Chell
For BCPSEA

March 26, 2020
Date

Teri Mooring
For BCTF

March 26, 2020
Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
 - a. Vancouver Teachers' Federation [VSTA, VESTA]¹ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
 - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)

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

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

For the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013 – the Board of Education School District No. 51 (Boundary) shall pay the Recruitment and Retention Allowance as per Letter of Understanding No. 5, including the additional percentage increase to salary grid as applied in this Letter of Understanding, to eligible teachers at Big White Elementary School and Beaverdell Elementary School, such that they receive the same benefits under this LoU as other teachers in SD No. 51 (Boundary).

The Boundary Teachers' Association agrees that the provisions of Article B.26.b (Posts of Special Responsibility – Allowances – French/Russian Language Program) and Article G.37 (Early Retirement Incentive Plan) will be suspended for the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

This Letter of Understanding is without precedent and prejudice to any other school district.

This Letter of Understanding will expire upon the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

Signed this 11th day of April, 2013.

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

For School District 51

For Boundary Teachers'
Association

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 preceding school year for a transfer for TTOC experience credits earned up to and including November 15th to take effect on December 31st of the following school year.

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule “A” of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

4. All language pertaining to learning specialists shall be implemented as follows:
 - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
 - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
 - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
 - iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
 - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
 - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
 - B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
 - C. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local collective agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).

- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2019 – 2022 BCPSEA – BCTF provincial collective agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
 - B. Grade 1 classes shall not exceed 22 students;
 - C. Grade 2 classes shall not exceed 22 students;
 - D. Grade 3 classes shall not exceed 22 students.
- 7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.

8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

Best Efforts to Be Made to Achieve Compliance

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

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

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

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

Non-Compliance

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

Remedies for Non-Compliance

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

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

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

- B. Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 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.

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