

WORKING DOCUMENT

2019 - 2022

PROVINCIAL COLLECTIVE AGREEMENT

- BETWEEN –

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(The “Employer”)**

AND

**BRITISH COLUMBIA TEACHERS' FEDERATION
(The “Local”)**

Effective July 1, 2019 to June 30, 2022

AS IT APPLIES IN School District No. 48 (Sea to Sky)

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.

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PREAMBLE

The parties recognize and support the purposes of the agreement to be:

- a. to set forth the terms and conditions of employment agreed to between the parties;
- b. to promote harmonious relations between the Board and its officials and the SSTA and all teachers;
- c. to encourage cooperation in providing efficient quality education services to the students of the District.

This agreement is made pursuant to and governed by the *School Act, R.S.B.C. 1996, c. 412 with amendments* and the *Labour Relations Code R.S.B.C. 1996, c. 244 with amendments* and *Public Education Labour Relations Act, R.S.B.C. 1996, c.382 with amendments*. In case of any conflict between this agreement and those Acts, Regulations, Minister's Orders, and Orders-in-Council made there under, those shall prevail.

Terms used in this agreement defined in those Acts shall have the meanings defined in those Acts.

SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

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

ARTICLE A.2 RECOGNITION OF THE UNION

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

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

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

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.

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

8. Arbitration (Conduct of)

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

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.

- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
 - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.
 - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
 - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

ARTICLE A.7 EXPEDITED ARBITRATION

1. Scope

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

2. Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan
 - iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator,

an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.

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

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

2. To facilitate the administration of this clause, when leave without pay is granted, employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.9 LEGISLATIVE CHANGE

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2.
 - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
 - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

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

1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers’ Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.

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

ARTICLE A.20 MANAGEMENT RIGHTS

The SSTA recognizes the right and responsibility of the Board to manage and operate the school district. The SSTA further agrees that the Board has the right and responsibility for the employment, assignment, and direction of the work force, which shall be exercised in a fair and reasonable manner. These rights shall be exercised subject to the provisions of this Agreement and applicable legislation.

ARTICLE A.21 TEACHER REGULATION BRANCH FEES

The Board will deduct from the pay of each teacher the fees for the Teacher Regulation Branch, in the amount determined by the TRB, provided the teacher gives the Board written authorization to do so. The amounts deducted will be remitted to the Teacher Regulation Branch.

ARTICLE A.22 USE OF FACILITIES

School facilities and equipment shall be made available to the SSTA for meetings and other SSTA activities provided normal booking requirements are met and normal booking procedures are used. The SSTA agrees to reimburse the Board for the costs of materials, telephone, photocopying, and any other reasonable charges that accrue to the Board from such use.

ARTICLE A.23 NOTICE BOARDS

The SSTA may post notices of activities and matters of SSTA concern on bulletin boards. These bulletin boards shall be provided in each staffroom in each school building.

ARTICLE A.24 INTERNAL DELIVERY SERVICE

The SSTA shall have access to the district delivery service and employee mail boxes, and the district will provide email accounts for the SSTA President, Professional Development Chair and Office for the purpose of communication to bargaining unit members provided that there are no additional costs to the Board.

ARTICLE A.25 PROVISION OF INFORMATION

The Board, upon request by the SSTA, agrees to furnish:

- a. financial information, which is made public, including annual financial reports and audits, school district budgets;
- b. notifications of job postings, transfers, hirings, resignations, retirements, and employee deaths;
- c. agendas, with attachments, and minutes of all regular Board meetings at the time of distribution by the Board;
- d. for collective bargaining purposes a frequency distribution of employees according to salary schedule, a frequency distribution of employees receiving allowances, and a summary of the cost of employee benefits;
- e. staffing information by school including FTE and leaves.

ARTICLE A.26 RIGHT TO REPRESENTATION

A Representative of the SSTA may attend a meeting between a teacher and an Administrative Officer if the involved teacher has reason to believe a representative of the association should be present. That Administrative Officer shall be notified in advance that another member, who will be named, will be present.

ARTICLE A.27 PICKET LINE PROTECTION

1. All employees covered by this agreement shall have the right, as a matter of conscience, to refuse to cross or work behind a picket line unless the same is declared illegal by the Labour Relations Board or the courts.
2. Failure to report for duty or to cross a picket line encountered in carrying out business for the Board shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, but shall be deemed to be absence without pay.
3. Teachers will not be expected, except in an emergency situation, to perform, nor direct pupils to perform, duties that are under the jurisdiction of employees who are on strike, or locked out.

ARTICLE A.28 PROVISION OF AGREEMENT

The Board shall provide every employee with a printed copy of this agreement within thirty (30) days of the signing of this agreement by all parties. All newly appointed teachers shall be given a copy upon appointment. Preparation of the agreement shall be undertaken by the Board with the costs of production to be shared equally by the Board and the SSTA.

ARTICLE A.29 EXCLUSIONS FROM UNIT AND NEW CLASSIFICATIONS

1. Any classification that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the SSTA of the creation of any new classifications which fall within the bargaining unit. An outline of the duties and responsibilities for the new classification shall be prepared by the Board and provided to the SSTA in writing. The SSTA shall be given the opportunity of discussing with the Board the proposed duties and responsibilities within thirty (30) days.

ARTICLE A.30 LIAISON COMMITTEE

1. There shall be a special Board/SSTA Liaison Committee.
2. The committee shall be composed of:

One (1) Trustee; the Superintendent, or designate; the Secretary-Treasurer, or designate; the Director of Human Resources, or designate; and the President of the SSTA and three (3) teachers named by the SSTA.
3. The function of the committee shall be to consider matters of mutual concern, but it is understood and agreed the committee shall not discuss grievances. The committee shall not have the power to bind either or both of the parties but shall only have the power to recommend to the parties.
4. The committee shall determine its own procedure. It shall meet at the request of either party within seven (7) days of such a request. In addition, a schedule of four (4) proposed meetings shall be set by the Superintendent and the President of the SSTA by October 15 of the each school year. Any meeting may be postponed or cancelled upon the agreement of the two (2) parties. The agenda for each meeting shall consist of items suggested and prioritized by the Superintendent and the President of the SSTA.
5. The members of the committee shall not lose pay when attending committee meetings. The committee meetings will normally be held outside of normal instructional hours.

ARTICLE A.31 TEACHER ASSISTANTS

1. All Teacher Assistants hired to assist teachers in carrying out the teachers' responsibilities and duties shall be under the general direction of a teacher in the school, and under the supervision of the principal/vice-principal.
2. Teacher Assistants shall not assume the direct instructional responsibility for providing educational programs to students or groups of students, but they shall perform duties to assist the teacher as approved by the teacher.

ARTICLE A.32 NO CONTRACTING OUT

All work performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed by members of the bargaining unit. The Board shall not contract out instructional services of the type and kind normally and regularly performed by members of the bargaining unit, except with the agreement of the SSTA.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

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

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

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

Local Provisions:

5. Except as provided elsewhere in this agreement, a teacher shall be paid a basic annual salary no less than the amount determined in accord with the Annual Salary Grid (Schedule A) which is attached to and forms part of this agreement. Each teacher shall be placed on the basic salary schedule in accord with the teacher's category and experience as provided in this agreement.
6. The teacher's earning statement shall indicate the category and years of experience recognized by the Board.
7. In the event that a teacher wishes to appeal placement on the salary grid, for category and/or experience, the teacher must apply in writing to the Board for adjustment. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in this agreement will apply.
8. All rates of pay specified in this agreement are inclusive of annual vacation and statutory (general) holidays pay, unless otherwise specified.

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. Teachers teaching on call shall be paid semi-monthly and no later than eight (8) days following the end of the pay period in which they worked.
8. A regular part-time teacher who acts as a teacher teaching on call in that teacher's home school, will be paid on the salary schedule based on the teacher's experience and category placement for each day taught.
9. A teacher teaching on call (except a regular part-time teacher acting as a teacher teaching on call) who is called to work and who starts work shall be paid a minimum of 40% of a full day's pay for that teacher teaching on call. A teacher teaching on call 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. Should a teacher teaching on call be called to work and the call not be cancelled at least one hour prior to the starting time, the teacher teaching on call will be paid 40% of a full day's pay for that teacher teaching on call.
10. For purposes of determining consecutive days in the same assignment, a teacher teaching on call's service shall not be considered broken by a non-instructional day provided the teacher teaching on call works both the regular working day prior to and after the day, even though the teacher teaching on call may not have been assigned for that day. The non-instructional day shall count as one of the days of continuous service and the teacher teaching on call shall be paid for it only if assigned to work on that day. A teacher teaching on call who has been in the same assignment for five consecutive days or more shall be assigned to work on a non-instructional day provided the teacher teaching on call will be in the same assignment for at least one day following the non- instructional day.

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

PCA Article B. 3 does not apply in School District No. 48 (Sea to Sky)

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

1. In this Article:
 - a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.

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

Local Provision:

12. The Board shall administer or co-ordinate a group RRSP for teachers in the employ of the Board provided that at least fifty (50) teachers enroll in the plan annually.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

[PCA Article B.8.1 through B.8.10 is not applicable in SD. No. 48 (Sea to Sky).]

Local Provisions:

11. Each teacher has the option of selecting a twelve (12) month pay basis commencing September 1 of any school year. Payment will be made on the last teaching day of each month from September to June and on the last business day in July and August.
12. Written authorization must be filed at the Board office prior to June 30 for the subsequent school year. (A teacher commencing work in September or returning from leave in September has until September 15th to file authorization for that school year). The teacher shall remain on 12 month payment unless the teacher requests to revert to the ten installment pay basis. Changes to revert to the ten installment pay basis during the year

will not be made, but such a change will be made effective September 1st if filed by the prior June 30th.

13. There must be 60 or more participants each year to have this option continue.

ARTICLE B.9 PAY PERIODS

1. Where the Previous Collective Agreement does not provide for twice-monthly payments of annual salary, the following shall become and remain part of the Collective Agreement.
2. Except where an employee elects to receive payments over twelve months pursuant to Article B.8, an employee shall be paid their annual salary in twenty (20) twice-monthly payments from September to June. A mid month payment of not less than 40% of monthly salary shall be paid to each employee.
3. Where there is an alternate payment procedure for the month of December, such alternate payment procedure may continue, subject to the agreement of the employer and the local.

Local Provision:

4. Except as otherwise provided in B.9.2 above, each teacher, except a teacher teaching on call, shall be paid on the last teaching day of each month from September to June.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2019	\$ 0.56 c/Km
Effective July 1, 2020	\$ 0.57 c/Km
Effective July 1, 2021	\$ 0.58 c/Km
2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.
3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

[B.10.4 and B.10.5 do not apply in School District No.48 (Sea to Sky).]

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

ARTICLE B.11 BENEFITS

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

Local Provisions:

5. Coverage - General
 - a. Subject to the terms of the individual benefit plans, the Board agrees to pay its share of the cost of benefits for continuing or temporary teachers while they are in receipt of salary under this agreement.

Temporary teachers with 50% or more and 5 months or longer appointments, and part-time continuing teachers of 50% or more are entitled to benefits provided in this article.
 - b. The Board shall provide each teacher, who is eligible, a brochure and an application or enrollment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event a teacher does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the teacher and kept on file by the Board.
 - c. The Board and each contributing teacher shall contribute to the Teachers' Pension Plan in accord with the *Pension (Teachers) Act* and the regulations pertaining to that legislation. The Board shall advise teachers, (including certificated teachers

teaching on call), who are engaged in a less than half-time capacity, that they may elect to contribute to the Teachers' Pension Plan.

- d. The Board will consult with the SSTA before any change or renewal is made in the carriers for the individual benefit plans. **[Not applicable for the Provincial Extended Health Benefit Plan. See LOU No. 9.]**

6. Teachers on Unpaid Leave

- a. Subject to the terms of the individual benefit plans, a continuing or temporary teacher on unpaid leave or layoff shall be entitled to remain on the benefit plans (except BCTF Salary Indemnity Plan) by paying the full premium costs in advance.
- b. Teachers on unpaid leaves where participation in benefit plans is not automatic will be informed by the Board, upon written approval of the leave, of their right to continue on these plans at their own costs.

7. Continuation of Benefits Sharing

- a. Provided the teacher pays the appropriate share of the cost of premiums, the Board shall continue to pay its share of benefit premiums (except BCTF Salary Indemnity Plan) for a teacher who has been participating in the plans and who:
 - i. is receiving benefits under the BCTF Salary Indemnity Plan, or WCB, for up to two (2) years; or
 - ii. is on statutory Maternity Leave; or
 - iii. is on Educational Leave.

8. Medical Services Plan

The Board shall pay 100% of the cost of the premiums for the B.C. Medical Services plan. Participation is voluntary.

9. Extended Health Benefits Plan

The Board shall pay 100% of the cost of the premiums for the Provincial Extended Health Benefit Plan. Participation is voluntary.

10. Dental Care Plan

- a. The Board shall pay 90% of the cost of the premiums for a Dental Care plan which shall include:
 - i. Plan "A"(basic service): 100% co-insurance
 - ii. Plan "B"(prosthetic appliance, crown and bridge): 60% co- insurance

- iii. Plan "C" (orthodontics): 50% co-insurance with lifetime maximum per family member of \$2000. Effective July 1, 2015, orthodontics coverage is 75% and \$5000 lifetime maximum as per provincial minimums.
- b. Participation is voluntary.
- c. Teachers whose spouses have coverage under this or an alternate plan shall not be entitled to duplicate coverage such that payment for any dental services by this plan in combination with any other plan exceeds the benefits levels in this plan. Effective July 1, 2015, duplicate coverage is permitted when both parties are members of the bargaining unit.

11. Group Life Insurance Plan

- a. The Board shall pay 100% of the cost of the premiums for the BCTF/BCSTA Group Life Insurance Plan "B". Participation is compulsory for all teachers.
- b. The Board shall administer the BCTF Optional Term Life Insurance Plan and deduct the monthly premium from the salary of those teachers participating in the plan. Premiums shall be paid fully by participating teachers.

12. Salary Indemnity Plan

Each teacher shall pay 100% of the cost of premiums for the BCTF Salary Indemnity Plan. The plan is compulsory for all teachers.

13. Employee and Family Assistance Program

The Board and Association will share the costs with responsibility to the members of the bargaining unit of an agreed Employee Family Assistance Plan with the Board paying 80% and the teachers paying 20%. The plan is compulsory for all members.

14. Death Benefits

In the event of the death of a continuing teacher who at the time of death had served the Board continuously for six months, the Board shall pay one month's salary to the estate. This payment is in addition to any amount earned by the deceased up to the date on which they last served.

ARTICLE B.12 CATEGORY 5+

1. Eligibility for Category 5+
 - a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
 - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
 - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
 - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
 - b. Post undergraduate diplomas agreed to by the TQS; or
 - c. Other courses or training recognized by the TQS.
2. Criteria for Category 5+
 - a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.
3. Salary Rate Calculation
 - a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.
4. Application for Category 5+
 - a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
 - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

Local Provision:

5. Notwithstanding Article B.12.3, Category 5+ shall be seventy-five percent (75%) of the difference between Category 5 and Category 6.

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

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

ARTICLE B.20 SALARY PROTECTION

No teacher shall suffer a reduction in salary or benefits as a result of implementation of this contract.

ARTICLE B.21 PLACEMENT IN CATEGORIES ON SALARY SCHEDULE

1. A teacher's placement in a salary category shall be as determined by the Provincial Teacher Qualification Service.

Upon initial appointment, retroactive adjustment to category and resulting salary will be made to the date of commencement of duties, but not earlier than September 1 of the school year in which proof of category in effect at date of commencement of duties is received.
2. Providing that change of category of a teacher results from additional training, and provided that supporting evidence is submitted by the teacher and received by the Board during the current school year, the teacher will be placed in the new category and have a salary adjustment as follows:
 - a. teachers who completed training during the period September to December shall have the adjustments made effective January 1 immediately following;
 - b. teachers who completed training during the period January 1 to August 31 shall have the adjustments made effective September 1 immediately following.
3. In exceptional circumstances and where it appears educationally desirable, teaching qualifications other than those recognized by the Teacher Qualification Service or approved by the Ministry of Education, may after consultation with the SSTA, be considered in placement of a teacher on the salary scale.
4. A teacher who should be placed in Category 2 on the Annual Salary Grid shall be placed at the appropriate step in Category 3.
5. Associated Professionals will be paid on the salary category in accord with years of academic training.

ARTICLE B.22 RECOGNITION OF EXPERIENCE ON APPOINTMENT TO STAFF

1. Years of experience to be recognized for salary purposes on appointment to staff shall be determined on the following basis, provided supporting documentation is supplied by the teacher:
 - a. All teaching and Administrative Officer experience in an ongoing, probationary or term appointment:
 - i. in public schools in British Columbia,
 - ii. in government supported and government inspected schools outside British Columbia,
 - iii. in independent schools where the service is deemed by the Superintendent to be equivalent to that in the public school system;
 - b. The experience of the teacher gained in a trade or profession which, in the opinion of the Superintendent, will be of material assistance in a particular teaching situation, but not exceeding 50% of the actual time spent working in that trade or profession after the person has become qualified in it;
 - c. Administrative service on staff of the Ministry of Education shall be recognized where deemed equivalent by the Superintendent of Schools to that in the public school system;
 - d. Teaching experience as a member of a Faculty at a recognized university, college, or pre-school, in B.C., provided the teacher held a valid B.C. teaching certificate at the time, where deemed by the Superintendent of Schools to be equivalent to that in the public school system.
2. A teacher will be placed on the step which is equivalent to the number of years of teaching experience. One year of experience will be credited for:
 - a. a minimum of eight months of full-time equivalent employment during one school year; or
 - b. the combination of two periods, each of six (6) months or more and less than eight (8) months of full-time teaching.

For those teachers new to the district after January 3, 1993, the combination of two periods of four (4) months or more and less than eight (8) months of full-time teaching.
3. Associated professionals will be given recognition for experience as if teaching based on Articles B.22.1.a, B.22.1.c, B.22.1.d; and in accord with Article B.22.2 without a limitation.

ARTICLE B.23 INCREMENTS AND INCREMENT DATES ON STAFF

1. The increment date for a teacher, when the teacher will be given credit for one more year of teaching experience and advance one step on the category until the maximum of the category is reached, shall be either September 1 or January 1 following completion of eight (8) full- time equivalent months on staff for the first increment, and ten (10) full-time equivalent months on staff for each subsequent increment. Time worked and not used in the calculation of an increment will be applied towards the next increment.

In the case of appointment or reappointment of a teacher, full-time equivalent months worked in this District as a temporary, and as a teacher teaching on call calculated in accord with Articles B.23.3.a and B.23.3.b, shall be added together for recognition of years of experience.

2. Experience credit will be granted to a teacher, on application to the Board, for:
 - a. leave of absence for attendance at a recognized institute of learning;
 - b. sick leave, provided that five months of teaching were completed that year;
 - c. leave of absence to teach with the armed forces overseas, UNESCO, or similar organizations;
 - d. maternity leave for up to eighteen (18) weeks;
 - e. leave of absence for service with the Ministry of Education;
 - f. leave of absence to work as a member of a faculty at a recognized university, college, trade School, other post secondary institution, or pre-school, in B.C.;
 - g. leave as an elected officer or appointed staff member of the SSTA, BCTF or CTF.
3. Recognition of Teacher Teaching on Call Experience
 - a. Teacher teaching on call teaching time in the District since September 1, 1986 shall be counted for increment purposes. Upon completing a cumulative total of the equivalent of 160 full- time teacher teaching on call teaching days a teacher will receive one increment. After this first increment, additional increments may be gained after completing the equivalent of 190 full- time teacher teaching on call teaching days. Only for purposes of Article B.23.1, twenty (20) full- time equivalent days of teacher teaching on call teaching in this District constitutes one (1) full- time equivalent month.
 - b. This shall only apply to a teacher teaching on call who teaches at least 25 full-time equivalent teacher teaching on call days in a school year.
4.
 - a. Effective September 17, 2014, teacher teaching on call experience credit is accumulated in accordance with Article C.4 Teacher Teaching on Call Employment.
 - b. For the purposes of initial placement on scale, teacher teaching on call experience is calculated in accordance with Article B.23.1.

ARTICLE B.24 PAY FOR PART-TIME TEACHERS

A part-time teacher shall be paid the proportion of annual or daily salary (as appropriate) which is equal to the percentage of full-time specified in the teacher's letter of assignment.

ARTICLE B.25 PAY FOR INCOMPLETE MONTHS

1. For any teacher, except a teacher teaching on call, commencing after the first teaching day of the month, the salary payment for that month shall be calculated on the basis of the number of days taught at the appropriate daily salary, to a maximum of the normal payment in that month.
2. For any teacher, except a teacher teaching on call, leaving before the last teaching day of the month, the salary payment for that month shall be calculated on the basis of the number of days taught at the appropriate daily salary, to a maximum of the normal payment in that month.

ARTICLE B.26 DEDUCTIONS FROM PAY

1. Any deductions from salary for leave without pay, etc., shall be at the rate of the daily salary for that teacher, but shall not be greater than the normal salary payment at the end of that month.
2. Definitions
 - a. "Daily salary" shall be $1/x$ of the annual salary in effect for that day, for the teacher, where "x" equals the number of days in session for teachers in the school year.
 - b. "Pay rate of a Teacher teaching on call" shall mean $1/220$ of the current annual rate for a teacher being paid at the minimum of Category 4, per day.

ARTICLE B.27 SUMMER SCHOOL TEACHERS

The hourly rate for a Summer School teacher shall be $1/5$ of the teacher's daily salary, which includes annual vacation and statutory holiday pay, for each hour of work. Work shall be defined as assigned hours of instruction, plus one-eighth ($1/8$) for preparation time.

ARTICLE B.28 CLASSIFICATIONS OF SPECIAL RESPONSIBILITY

1. A teacher appointed to a classification of special responsibility noted on Schedule "B" shall be paid the allowance indicated on Schedule "B", in addition to the basic salary determined from Schedule "A". Schedule "B" is attached to and forms part of this agreement.
2. The Board, in consultation with the SSTA (if the SSTA so desires), will draw up or amend as necessary, job descriptions for all Classifications of Special Responsibility. These descriptions shall be the recognized job descriptions for such classifications. A copy of all these job descriptions shall be forwarded to the SSTA.
3. When a new classification is created or an existing classification is significantly amended, the Board shall determine the allowance payable and may fill the position. The SSTA shall be notified of the allowance. The allowance set by the Board shall be the allowance for the classification unless the SSTA advises the Board that it wishes to negotiate the allowance. In such a case, if the parties cannot agree on the allowance within thirty (30) days of the notice, the amount of allowance shall be the subject of arbitration using a single arbitrator.

ARTICLE B.29 REIMBURSEMENT FOR EXPENSES

1. Actual expenses for meals and lodging will be reimbursed upon presentation of receipts, to teachers, whose assigned duties take them away from their regular center of work.
2. If a teacher employed in a position of special responsibility is requested by the Superintendent to attend seminars, workshops or short courses, the teacher will be reimbursed for expenses as per this article.
3. The reimbursement of expenses for professional development activities pursuant to Article 36 shall be as determined by the Professional Development Committee.

ARTICLE B.30 FIRST AID

1. The Board shall pay an allowance (as set out in Schedule B) to a teacher holding a valid First Aid certificate, if appointed by the Board as a First Aid Attendant.
2. Upon application by a teacher, the Board shall reimburse the teacher for the applicable course fees for taking or renewing an Industrial First Aid certificate or Survival First Aid course. The amount may be advanced.

ARTICLE B.31 TEACHER IN CHARGE

1. The Board shall pay an allowance (as set out in Schedule B) to a teacher appointed to the position of Teacher in Charge.
2. In the event that all Administrative Officers, including the Administrative Assistant, assigned to the school are absent from the school, the Teacher In Charge may be requested to assume duties as specified in Board Policy.

ARTICLE B.32 RURAL BONUS

The Board shall pay a bonus (as set out in Schedule B) to all teachers in this District teaching in schools North of an East/West line drawn through the North end of Green Lake.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

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

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]

- b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher-Teaching-on-Call (TTOC)
 - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

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

Local Provisions:

- 6. In this agreement, "seniority" means a continuing employee's full-time equivalent aggregate service in the employment of the Board, inclusive of service under temporary appointment and/or as an administrative officer.

For the period September 1, 1984 to June 30, 1988 "full-time equivalent" will include appointments of half-time or more.

- 7. In addition to the provisions of Article C.2.6, the seniority for an employee on a continuing contract shall include:
 - a. Teacher teaching on call seniority accumulated pursuant to PCA Article C.2.3; and
 - b. Seniority ported in accordance with PCA Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.
- 8. When the seniority of two or more employees is equal pursuant to Article C.2.6 and C.2.7, the employee with the greatest continuous present full time equivalent employment with the Board shall be deemed to have the greatest seniority.
- 9. When the seniority of two or more employees is equal pursuant to Article C.2.8, the employee with the greatest full-time equivalent aggregate length of service with another

school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority.

10. When the seniority of two or more employees is equal pursuant to Article C.2.9, the employee with the most teacher teaching on call teaching days countable for increment purposes since September 1, 1986 shall be deemed to have the greatest seniority. If still equal, the employee given the earliest dated letter offering an appointment shall be deemed to have greatest seniority.
11. For the purposes of this article, a leave of absence of less than one month counts for seniority purposes, and a leave of absence in excess of one month shall not count toward aggregate length of service with the Board, except:
 - a. Maternity Leave;
 - b. Educational Leave;
 - c. Parental Leave to a maximum of twenty months;
 - d. leave for duties with the SSTA or bodies to which it belongs and/or with which it is affiliated;
 - e. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
 - f. long-term sick leave;
 - g. leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
 - h. Leave to seek office, or serve as an MP or MLA;
 - i. Compassionate care leave (Article G.2).
12. For the purposes of this article, continuity of service shall be deemed not to have been broken by resignation for purposes of maternity followed by re-engagement within a period of three years, or by lay-off and recall pursuant to this article.
13. The Board shall, by October 15 of each year forward to the SSTA a list of all employees employed by the Board, in order of seniority calculated according to Article C.2, setting out the length of seniority as of June 30th of the preceding school year.

ARTICLE C.3 EVALUATION

[Note: See also Article C.25 Evaluation of Teacher Performance]

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

ARTICLE C.4 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.5 LAY-OFF AND RECALL

1. The Board and the Association agree that there is a positive relationship between length of service with the employer and security of employment.

2. Definition of Qualifications

In this article, "necessary qualifications" in respect of a teaching position means the possession of a valid teaching certificate for the province of British Columbia, and either:

- a. a university teaching major, or its equivalent, directly related to the teaching position, or
- b. a minimum of one year F.T.E. teaching experience in a similar position during the past five (5) years, and a reasonable expectation by those responsible for teacher assignment that the teacher will be able to perform the duties of the position and a written commitment by the teacher to undertake an upgrading program related to the position to achieve the qualified status required within two (2) years of accepting the position.

3. Lay Off

- a. Notwithstanding the security of employment in C.5.1, for bona fide educational or budgetary reasons the Board may determine that it is necessary to reduce the total number of teachers employed by the Board. The Board shall consult with the SSTA prior to making decisions on where and when layoff and/or transfer occur, by location, community or district. Teachers to be retained on the teaching staff of the district at either a location, community or district level shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available. A more senior teacher may volunteer for the layoff and will not be eligible for severance pay under Article C.5.7. The

Board and the SSTA agree that the Board, notwithstanding any other provision of this agreement, may transfer teachers to implement this provision.

- b. Nothing in Article C.5.3.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.
- c. The Board shall give each teacher it intends to lay-off pursuant to this Article sixty (60) days' notice in writing, such notice to be effective on the last day of the end of the semester or school year, and to contain the reason for the lay-off. Information of positions held by less senior teachers will be available to teachers in receipt of lay-off notices and the SSTA through the Superintendent's office. The requirement that the effective date of the notice be on the last day of the end of the semester or school year 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 at the end of the semester or school year.
- d. Only ongoing FTE held by a teacher with continuing status shall be considered for the purposes of layoff and recall.

4. Teachers' Rights of Recall

- a. When a position on the teaching staff of the district becomes available, the Board shall, notwithstanding any other provision of this agreement, first offer recall to the available teacher who has the most seniority among those laid off pursuant to this article, provided that the teacher possesses the necessary qualifications for the available position. If that teacher declines the recall, the teacher with the next greatest seniority and the necessary qualification shall be recalled, 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 laid off pursuant to this article, and who retain recall rights.
- b. It shall be the responsibility of each teacher to keep the Board informed of their current contact information.
- c. A teacher who is offered a recall pursuant to Article C.5.4.a shall inform the Board whether or not the recall is accepted, within three (3) business days of the receipt of such recall.
- d. The Board shall allow up to three (3) business days from an acceptance of a recall under Article C.5.4.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, not to exceed eleven (11) business days, shall be allowed.

- e. A teacher's right to recall under this Article is lost:
 - i. if the teacher elects to receive severance pay under this article;
 - ii. if three (3) years elapse from the date of lay-off under this article and the teacher has not been recalled;
 - iii. if the teacher obtains an ongoing teaching position in another school district;
 - iv. If the teacher declines three (3) offered recalls to positions for which they have the necessary qualifications, equal to or greater than the percentage of the full-time equivalent position held by the teacher at the effective date of lay-off, except when no offered recalls exist in their community.
- f. Acceptance of a term position, a position of less time, or a position in another community with the Board will not jeopardize the teacher's right to remain on the recall list. A teacher's right to recall is retained at the ongoing FTE held by the teacher at the original effective date of layoff.

5. Sick Leave

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

6. Benefits

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 cost of such benefits to the Board.

7. Severance Pay

- a. A teacher in an ongoing appointment who has one or more years of continuous employment and who is laid off in accordance with this article may elect to receive severance pay at any time before the teacher's right to recall pursuant to this article is lost.
- b. Severance pay shall be calculated at the rate of 5 percent (5%) of one year's salary for each year of service or portion thereof, with the Board, to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of lay-off.
- c. A teacher who receives severance pay pursuant to this article and who is subsequently rehired by the Board, shall retain any payment made under the terms of this article, and, in such case, for purposes only of Article

C.5.7.b, the calculation of years of service shall commence with the date of such re-hiring.

8. Recall List

The Board shall maintain a list of teachers on lay-off with recall rights. A copy shall be sent to the SSTA each October, and each February.

9. A grievance concerning lay-off or recall may be launched at step 2 of the grievance procedure.

ARTICLE C.20 PART-TIME APPOINTMENTS

1.
 - a. A teacher with continuing status in an ongoing, full-time appointment to the teaching staff of the district may without prejudice to that appointment request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested. If a request is refused, the teacher shall be advised of the reason in writing.
 - b. When the request under Article 20.1.a of this Article is granted by the Board, the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment.
 - c. A teacher with continuing status in a part-time ongoing, or part-time term appointment, may request a full-time ongoing appointment.
 - d. Two teachers may request to "job-share" under the provisions of Article 20.1.a.
 - e. A teacher granted a part time assignment under the provisions of Article 20.1.a will be considered, for pension purposes, to be on leave of absence for the balance of that teacher's normal appointment.
2. A teacher with continuing status in a part-time appointment may, without prejudice to that appointment, request an additional term part-time appointment for a specified fraction of time.
3.
 - a. Part-time teachers with half-time (0.5) or less assignment time normally shall be required to attend not more than one (1) staff meeting per month.
 - b. Part-time teachers with more than half-time (0.5) assignment may be required to attend all staff meetings.
 - c. In either situation, alternate arrangements may be agreed to by the Principal and the teacher.

4. Part-time teachers shall not be required to attend professional development or inservice activities held on school days when the part-time teacher is not scheduled to work.

ARTICLE C.21 TEMPORARY TEACHERS

1. The Board agrees to provide to the Association no later than by each October 15 and February 1, a list of teachers on term contract.
2. A teacher who has had employment on a term teaching appointment within this district may apply for any term or ongoing position.
3.
 - a. A teacher who has had a term appointment in the district shall receive priority hiring rights after completing the following:
 - i. one 1.0 FTE appointment for a school year, including appointments started in the first seven (7) days of the school year; or

two 0.5 FTE or greater appointments, including appointments started during the first seven (7) days of either the school year or semester two (2); and
 - ii. has received a satisfactory written evaluation in each assignment.
 - b. Temporary teachers appointed to a position of 0.5 FTE or more shall receive a written evaluation.
 - c. A teacher shall lose priority hiring rights if:
 - i. they have not held a term appointment in the district in the previous three (3) years; or
 - ii. they leave the district to assume a continuing or ongoing teaching position elsewhere.

ARTICLE C.22 DISMISSAL FOR TEACHERS NEW TO DISTRICT

1. Teachers in their first ongoing appointment to the district may be dismissed at any time during the teacher's first ten (10) months worked after two (2) less than satisfactory reports concerning the teacher's performance. The evaluation reports shall have been prepared in accord with Article C.25 of this agreement.
2. Within five (5) teaching days of the issuance of the first less than satisfactory report, there shall be a meeting between the teacher and a Board official or Administrative Officer to discuss the strengths and weaknesses of the teacher's performance and to recommend a plan of assistance. The teacher shall have the right to have a SSTA representative at this meeting.

3. Normally, there shall be a minimum of sixty (60) days before the second report process is commenced. The second report shall be prepared by a Superintendent or Assistant Superintendent, but not by the same person who issued the first report.
4. A teacher dismissed under the provisions of this article shall be given thirty (30) days notice of dismissal or shall be paid one-tenth (1/10th) of current annual salary in lieu of notice.
5. Article C.24.5 and Article C.24.7 of this agreement shall not apply to teachers dismissed pursuant to this article.

ARTICLE C.23 APPOINTMENTS OF TEACHERS TEACHING ON CALL

1.
 - a. The Board shall maintain a current list of teachers teaching on call and shall forward a copy of such a list to the association in the month of October, and in the month of January in each school year.
 - b. Subject to this Section, the Board shall not remove a teacher teaching on call from the list of teachers teaching on call prior to notifying the individual and the SSTA.
2. Teachers teaching on call should possess a B. C. Teaching Certificate but persons who do not possess certification may be employed for periods of up to twenty (20) consecutive days only when no suitable certificated qualified teacher is available.
3. Normally, a person not on the list of teachers teaching on call will be employed only if no one on the list is qualified and available.
4. Where the Board reasonably expects a teacher to be absent for more than 20 teaching days, or learns during the first 20 teaching days of a teacher's absence that the absence will be longer than 20 teaching days, the position shall be filled by a teacher employed on a term appointment. When a teacher teaching on call completes twenty (20) continuous days on the same assignment, the teacher teaching on call will be given a term appointment from that date for the balance of the teacher teaching on call assignment.
5. A teacher who has had employment as a teacher teaching on call with the District may apply for any future teacher teaching on call, term or ongoing position.

ARTICLE C.24 DISCIPLINE AND DISMISSAL

1. Cause

- a. The Board shall not discipline or dismiss any employee bound by this Agreement except for just and reasonable cause.
- b. An employee shall be given written confirmation of any formal discipline, with the reasons, at the earliest possible time.

2. Grievances

- a. Grievances respecting discipline or dismissal shall be subject to the grievance procedure contained in the article "Grievance Procedure (P.C.A.-A.6)" in this agreement and may commence at the second step. Where a teacher has been suspended, the grievance may be launched at the Joint SSTA/Board Committee stage.
- b. If the Board suspends or dismisses a teacher and the teacher has attended a meeting with the Board or a Committee of the Board as outlined elsewhere in this Article, a grievance launched shall be submitted immediately to arbitration, constituted as provided in the Article "Grievance Procedure (P.C.A.-A.6)" in this Agreement.

3. Notification To SSTA, Media, and Public

When a teacher is suspended or dismissed the SSTA shall be notified promptly in writing. The Board shall not release information to the media or the public in respect to the suspension or dismissal of a teacher, until a decision has been made by the Board and an attempt has been made to advise the SSTA.

4. Interviews For Disciplinary Purposes

When a Board Official or Administrative Officer:

- a. intends to interview a teacher, or
- b. initiate a formal investigation of a teacher's conduct for disciplinary or dismissal purposes, or where the matter could lead to such action, the official or officer shall advise the teacher in advance, unless the notification may prejudice the investigation.

The Board Official or Administrative Officer shall also advise the teacher of the teacher's rights to be accompanied at the meeting by a representative of the SSTA.

5. Meeting Prior To Certain Actions

- a. Except as provided in Article C.24.6, the Board shall not suspend or dismiss a teacher unless it has, prior to taking such action, held a meeting of the Board or a committee of the Board (including the Superintendent and/or designate) with the teacher involved entitled to be present.
- b. The teacher and the SSTA shall be given 72 hours notice of the said meeting and a written statement of the reason(s) for the contemplated action.
- c. At least twenty-four (24) hours prior to the meeting, the parties shall exchange all documents that will be considered at the meeting.
- d. At such meeting, the teacher shall have the right to be accompanied by a representative and/or an advocate appointed by the SSTA and they shall be entitled to make submissions; to ask questions of clarification, procedure and information; and to engage in discussion.

6. Suspensions Under Section 15(5)

- a. Where a teacher is suspended pursuant to Section 15(5) of the *School Act*, the Board shall provide the teacher and the SSTA with the reason(s) for the suspension, in writing, prior to the meeting referred to in Section 15(7) of the *School Act*. Any documents upon which the Board intends to rely at the meeting in connection with the suspension will be provided to the teacher as soon as practicable prior to the meeting.
- b. The teacher shall have the right to be accompanied by a representative of the SSTA at the meeting referred to in Section 15(7) of the *School Act*, and shall have an opportunity to make submissions and/or have the representative of the SSTA make submissions to the Board on the teacher's behalf, prior to and during that meeting.
- c. The decision of the Board pursuant to Section 15(7) of the *School Act* shall be communicated to the teacher and the SSTA in writing, setting out the reason(s) for the decision.

7. Dismissal For Unsatisfactory Performance

- a. The Board shall not dismiss a teacher for less than satisfactory performance except when the Board has received three (3) consecutive assessment reports indicating that the learning situation in the class or classes of the teacher is less than satisfactory and unacceptable to the Board. The reports referred to in this Article shall be prepared in accordance with the process established in this agreement (Article C.25), and in accordance with the following conditions:

- i. the reports shall have been issued in a period of not less than 12 nor more than 24 months; such period not including any leave of absence granted for any improvement plan, except in extraordinary circumstances where the learning situation in the classroom has deteriorated to the point where immediate supervision, assessment, and remediation are necessary;
 - ii. at least one of the reports shall be a report of the Superintendent of Schools or Assistant Superintendent of Schools;
 - iii. the other two reports shall be written by:
 - 1. the Superintendent of Schools or Assistant Superintendent of Schools,
 - 2. a Director of Instruction, or,
 - 3. the Principal of a school to which the teacher is assigned;
 - iv. at least two (2) of the reports shall be written by different evaluators.
- b. Immediately after the first less than satisfactory report, a plan of assistance will be formulated and recommended to assist the teacher in overcoming the deficiencies. A reasonable period of time for improvement of performance shall be provided.
- c. Where a teacher receives a less than satisfactory report, the teacher may request and may be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the twenty-four (24) months exclusive of the leave of absence period.
- d. Where the Board decides to dismiss a teacher for less than satisfactory performance, it shall issue notice of dismissal at least one month prior to the end of a school term, to be effective at the end of that school term, and the notice shall state the reason(s) for the dismissal.

ARTICLE C.25 EVALUATION OF TEACHER PERFORMANCE

[Note: See also Article C.3 Evaluation]

- 1. The purpose of supervision and evaluation is to provide a positive approach to promote and reinforce good teaching; to reaffirm, identify and develop good teaching; to improve and/or acknowledge the observed teaching performance and the work of the teacher; and to do so in a consistent manner.
- 2. The criteria to be used in assessing individual teaching performance shall be consistent with the general criteria developed by the District in accordance with Board policy. There shall be a committee with equal Board and teacher representation to make

recommendations to the Board regarding the formulation or modification of policy covering the criteria to be used in the evaluation of teachers.

4. When an evaluation is undertaken for the purposes of a report on a teacher, the following shall apply:
 - a. The teacher shall be notified at least two weeks in advance that an evaluation leading to a report is to be conducted, and included with this notification will be a copy of the general criteria in Board policy;
 - b. The evaluator shall meet with the teacher to consult and identify/clarify the criteria and process by which the evaluation shall take place, which in any event shall include:
 - i. a pre-observation conference about the lesson(s) to be observed;
 - ii. a series of classroom observations;
 - iii. a conference after each observation, at which the evaluator shall discuss observations and impressions with the teacher. Such observations shall be provided to the teacher in the form of a written summary, normally within five (5) teaching days.
4. At any time a teacher may be provided with a plan of assistance relating to the teacher's standard of performance. Any District resources readily available shall be made available to the teacher to assist in carrying out the plan.
5. Unless the teacher and the evaluator otherwise agree, an evaluation leading to a report shall be based on a minimum of three (3) and a maximum of six (6) scheduled formal classroom observation visits reflecting the teacher's assignment.
6. Observation visits for the purpose of evaluation shall take place between October 1st and May 1st of each school year, unless otherwise agreed to by the teacher and the evaluator. The teacher shall have the opportunity to select at least half the observation times.
7. The content of a teacher's report shall be a specific, objective description of a teacher's performance as well as evaluative comments relating to the teaching performance. The major focus of the report shall relate to the teacher's primary area(s) of instruction. The report shall note the relationship of the assignment to the teacher's primary area(s) of qualifications, if different.
8. Involvement or non-involvement in extra-curricular activities, union activities or matters not directly related to teaching performance is considered to be outside the evaluation of teaching performance.
9. Where appropriate, the evaluator shall note in the evaluation report limitations of physical resources, facilities etc. over which the teacher does not have responsibility and control and which affect the learning situation.

10. The evaluator shall prepare a draft report on the teacher's performance and will discuss the contents with the teacher. Revisions, if necessary, will be made to the draft report and the final report shall be submitted to the Superintendent of Schools by May 15th of the year in which it was prepared with a copy of the final report to the teacher at the same time. An extension may be made up to the end of the school year if agreed to by the evaluator and the teacher.
11. The teacher shall have the right to submit a written commentary on the report which shall be filed with all copies of the report, provided such commentary is received within ten (10) calendar days of the filing of the final report.
12. Nothing in this section of the agreement shall preclude an evaluation in which any of the processes, set out in this section, are not appropriate to the nature of the teacher's assignment (e.g. non-classroom assignment). In this case also, the teacher and the evaluator shall consult to determine or clarify the criteria upon which evaluation will be based and on the process which shall be followed.

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. | Intermediate - ungraded, split | 28 |
| | Secondary - English | 26 |
| | Secondary - Labs in Ind. Educ./Tech. Ed. | 24* |
| | - Labs in Home Econ. | 24* |
| | - Sr. Labs in Science | 24* |
| | Special Education - high incidence | 15 |
| | - low incidence | 10 |
| | Any other class | 30 |

* Article D.1.3 does not apply to these figures.

[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.]

- Notwithstanding anything contained elsewhere in this Article, a teacher may request a larger grouping of students to fulfil a particular educational purpose.
- The size of the class shall not exceed the maximum guideline figure in Article D.1.1 by more than two (2) students.

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

4. In an emergency, an Administrative Officer may assign a student to any classroom on a temporary basis while a practical alternative is being determined. The teacher shall be advised of the situation. Such an assignment shall normally not exceed three weeks.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

1. The mainstreaming/integration/inclusion of special needs students in regular programs should be a positive experience for all those involved.
2. The identification of special needs students will be made through the District Special Services Department.
 - a. Referral of special needs students is done through the School Based Team.
3. Placement
 - a. When a special needs student is to be placed into a regular classroom or program, the following procedures will apply:
 - i. placement will be determined by the School Based Team composed of an Administrative Officer, special education teacher(s), classroom teacher(s).
 - b. Receiving teacher(s), counsellor(s), school psychologist(s), and parent(s) and/or the student may augment the School Based Team, as appropriate.
 - c. In making a decision on the placement the following factors will be taken into account:
 - i. the educational, medical and physical needs of the special needs student;
 - ii. the proposed program for the student, including the provision of the necessary curricular material(s);
 - iii. the regular class size and composition;
 - iv. the professional opinions, support and receptiveness of the teachers directly affected;
 - v. the professional training of the teachers involved and the availability of funds for appropriate inservice and ongoing support.
 - d. Pre service and inservice programs may be provided during instructional hours.

4. Upon request, the School Based Team shall normally meet within five teaching days to review the integration of a special needs student in a regular classroom.
5. If a mainstreaming/integration problem arises because the factors in D.2.3 have not been taken into account, and the problem cannot be resolved by the School Based Team, and/or the District Special Services Department, then the matter will be referred to the grievance process as per Article A.6.

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)	1:397 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:48.0 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.

Local Provisions:

4. Preparation Time
 - a. Preparation time for a full-time teacher shall be as follows:
Elementary assignments - per Article D.4.1 and D.4.2.
Secondary assignments - one-eighth of a normal 5 by 8 school teaching cycle or a comparable fraction of any alternative school teaching cycle.
 - b. Preparation time of a part-time ongoing or term teacher, whose assignment is 40% or more of full time, shall be pro-rated in proportion to that teacher's assignment.
 - c. Preparation time is defined as time used for preparation and planning, student evaluation, or other activities as may be permitted by Board policy.
 - d. Preparation time shall be rescheduled in the case of an emergency or when a teacher is required by the Principal to fill-in for another teacher. In such cases, the teacher shall be provided the rescheduled time as soon as is administratively possible.

ARTICLE D.5 MIDDLE SCHOOLS

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

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

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

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

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

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

ARTICLE D.20 HOURS OF WORK/PREPARATION TIME

1. Weekly Instructional Time
 - a. A teacher's weekly instructional assignment shall not exceed twenty-three (23) hours.
 - b. Instructional assignment shall be defined as time used for teaching courses and lessons, supervision of curricular activities, including study periods; but shall not include such time as class change time, preparation time, and supervision of extra-curricular activities.

ARTICLE D.21 WORK YEAR

1. Work Year

The annual salary established for full-time employees shall be payable in respect of the full-time teacher's regular work year which shall be as prescribed in the calendar issued by the Board.

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

2. The regular work year for a teacher shall be a maximum of 195 days including no fewer than five (5) non-instructional days.
3. The first day of winter 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.
4. 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.
5. In an elementary school the instructional hours for a teacher in the school day shall not exceed six consecutive hours inclusive of a regular noon intermission, except in an emergency.
6. In a secondary school the instructional hours for a teacher in the school day shall not exceed six and one half consecutive hours inclusive of a regular noon intermission, except in an emergency.
7. All instructional hours shall occur consecutively between 8:00 am and 4:30 pm, except in an emergency.
8. A teacher may agree to a change from the conditions in Articles D.22.5, D.22.6, and D.22.7. Such a change shall not set a precedent and shall be limited to a one-year duration and the SSTA shall be notified.
9. Work Outside Work Year

A teacher who, on the direction of the Superintendent, works a greater number of days in a school year than the number prescribed for that school year (except for activities which are compensated by allowance or mutually agreed honoraria) shall be compensated by:

- a. equivalent time off during the school year at a time mutually acceptable to the teacher and the teacher's principal; or
- b. where the former is not practical in view of the Board, by payment per hour at the rate of 1/5 of the teacher's last "daily salary" as defined elsewhere in this agreement.

ARTICLE D.22 SUPERVISION DUTIES (NOON HOUR AND RECESS)

No teacher shall be required to perform routine or scheduled school supervision duties during noon or recess intermission. This does not apply to the 15 minute period at the beginning of the noon intermission in schools in which children eat lunch in the classrooms, or in emergency situations at any school.

ARTICLE D.23 EXTRA-CURRICULAR ACTIVITIES

1. In this agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school
2. The Board agrees all extra curricular activities are voluntary.
3. While voluntarily involved in sanctioned extra-curricular activities, teachers shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.
4. The Board agrees not to enter into a formal agreement with any teacher which reduces the hours of instruction of otherwise compensates the teacher for providing extra-curricular activities.

ARTICLE D. 24 STAFF MEETINGS

1. The right of principals to schedule staff meetings is recognized, as is the responsibility of teachers to attend.
2. Such meetings shall, wherever possible:
 - a. be scheduled in advance and on regular dates, at reasonable intervals;
 - b. normally not be scheduled prior to one hour before classes begin, during recess, during noon intermission, nor normally conclude later than two (2) hours after regular dismissal time;
 - c. not occur during times that classes are in session, or on days when school is not in session for teachers;
 - d. include items submitted by staff members;
 - e. have actions recorded in written form, minutes kept, and distributed to teachers.
3. Attendance
 - a. part-time teachers with half-time (0.5) or less assignment normally shall be required to attend not more than one (1) staff meeting per month;
 - b. part-time teachers with more than half-time (0.5) assignment may be required to attend all staff meetings;

- c. where attendance at a staff meeting is problematic, alternate arrangements may be agreed to by the principal and the teacher.

ARTICLE D.25 TECHNOLOGICAL CHANGE

1. Definition

Technological change shall be as defined in the *Labour Relations Act*.

2. Notice and Discussion

When the Board is considering introduction of technological change which affects the terms and conditions or security of employment of teachers, the Board shall notify the SSTA in writing. Such notice shall be at least 90 days before the date on which the change may be introduced. The Board agrees to discuss the matter with the SSTA during that period, upon request by the SSTA.

The notice shall state:

- a. the nature of the change;
- b. the proposed effective date of the change;
- c. the approximate number, type and location of teachers likely to be affected by the change;
- d. the anticipated effects the change may have on teachers.

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

3. Adjustment to Technological Change

The discussions with the SSTA shall include examining options available to any teachers who may be displaced by the technological change. Such options include but are not limited to: educational leave, as provided elsewhere in this agreement, to be retrained for a position which is or will become available in the District; transfer or reassignment; layoff and recall and severance as provided elsewhere in this Agreement. A layoff resulting from technological change shall only be effective on June 30.

4. Grievances

Any grievances launched in connection with this Article shall start at the second stage.

ARTICLE D.26 HEALTH AND SAFETY COMMITTEE

1. A District Health and Safety Committee and program, including a site sub-committee and program at all work sites shall be established in accordance with the *Workers' Compensation Act*.

2. The Committee shall be composed of one representative named by the SSTA, one by CUPE, and two by the Board.
3. The chairperson and secretary of the committee shall be elected from, and by, the members of the committee. Where the chairperson is an employer member, the secretary shall be an employee member and vice versa.
4. The Committee shall assist in creating a safe and healthful place of work and learning, and shall recommend actions which improve the effectiveness of the Health and Safety program.
5. The Committees shall:
 - a. determine that regular inspections of the place of employment be carried out by the site sub-committee;
 - b. review regularly minutes of all site sub-committee meetings,
 - c. be responsible for a health and safety audit by WCB if necessary, as per regulation 8.08 of the Industrial Health and Safety Regulations, Workers' Compensation Board of British Columbia,
 - d. determine that the provisions of health services as outlined in the *School Act* are carried out,
 - e. recommend measures required to attain compliance with the *School Act* and Regulations, the *Workers' Compensation Act* and Regulations and correction of hazardous conditions,
 - f. ensure that all components of WHMIS (Workplace Hazardous Materials Information System) are implemented in all work sites,
 - g. consider recommendations from the site sub-committees in accordance with the *Workers' Compensation Act* and Industrial Health and Safety Regulations, and recommend to the Employer implementation, where warranted,
 - h. hold regular meetings at least once a month for the review of:
 - i. reports of current accidents, their causes and means of prevention;
 - ii. remedial action taken or required by the reports of investigation and inspections;
 - iii. any other matters pertinent to health and safety
 - i. investigate immediately all accidents which may result in lost time by the employees

- j. record the proceedings of the committee and forward the minutes promptly to the employer and employee groups.
- k. ensure that copies of the health and safety publications required by the Workers' Compensation Act and Regulations are provided at each work site.

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 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.11 STAFF COMMITTEE

1. The employer and the union encourage and support functioning Staff Committees established for the purpose of thoughtful, professional collaboration on matters intended to enhance the working and learning environment of the school where they impact teachers in their role. The Staff Committee does not address matters of a personnel or individual nature or of the Collective Agreement, nor is it intended to derogate from the duties and responsibilities outlined by the BC School Act, BC Ministerial Orders and Regulations, or Board of Education policies.
2. The Staff Committee shall be established at each school at the beginning of each school year. The membership will reflect the needs of the school and its diversity and size and will include the principal, vice principal, where applicable, and three (3) to five (5) teachers selected by the teaching staff.
3. The Staff Committee shall meet outside of instructional hours regularly (e.g. monthly) or within seven (7) days of a request by either party to address specific and timely matters.
4. The Committee may determine its own procedures. Minutes of meetings shall be stored and shared with the teaching staff. Anyone may bring forth a topic for the Staff Committee to consider, which will be reflected in the minutes.
5. The Committee will make recommendations for actions on matters that affect the teaching staff of the school to enhance the working and learning environment of the school.
6. When the school principal requires further time to consider a matter, or when the recommendations cannot be implemented, the principal will provide their reasons either in writing or at a follow-up meeting. The rationale will be reflected in the minutes.

ARTICLE E.20 TEACHER ASSIGNMENT – IN SCHOOL

1. Teacher assignment within a school shall take into consideration (but not be limited to) such factors as qualifications, training, experience, equitable distribution of workload, and personal preference of the teacher.

2. In developing the time-table for teachers' assignments and in an attempt to equalize the assignments to the extent practicable, consideration shall be given to (but not be limited to) such factors as:
 - a. the number of course preparations;
 - b. the number of subject areas;
 - c. the teaching locations;
 - d. the number of students.
3. The Principal, where applicable, shall give the school staff the opportunity for consultation concerning teacher assignments for the subsequent school year, and hold a meeting (or meetings) for that purpose.
4. Upon request of the teacher, the Principal shall meet with the teacher, and a colleague of the teacher's choice, to discuss and reconsider the teacher's proposed assignment.
5. Where practicable, teachers will be advised by June 15 each year of their intended assignments for the following school year.
6. A teacher given responsibility outside a regularly scheduled class for provision of educational services to one or more home education children shall be given appropriate time or assistance to provide such services.

ARTICLE E.21 DEFINITION OF TEACHERS AND TEACHER STATUS

1. Definitions and Types of Appointment

Each teacher appointed by the Board to teaching staff of the district shall be appointed as a:

- a. continuing teacher: or
- b. temporary teacher - a teacher appointed on a term contract in accord with this agreement
 - i. for a specific duration or specific purpose, and
 - ii. which shall begin and end in the same school year unless specifically replacing a continuing teacher on leave of absence, or
- c. teacher teaching on call (formerly known as substitute teacher) - a teacher employed on a day-to-day basis, in accord with this agreement. It is agreed that there will be no consideration of compensation for teachers teaching on call being available for call out.

ARTICLE E.22 POSTINGS AND FILLINGS

1. In this agreement "vacancy" means an existing or new position, to which a teacher has not been appointed, and which the Board intends to fill. Where a position becomes vacant during the school year the employer may appoint according to E.22.10 a teacher for the duration of that school year or semester.
2. All reasonably known vacancies greater than 0.3 FTE of full-time for the upcoming semester or school year and for longer than twenty (20) working days (except as provided in Article C.23.4) shall be posted and filled by the start of the school year or semester. All positions of special responsibility (see B.28) shall be posted and may be excepted from the hiring order set out in this article (E.22.6).
3. Vacancies shall be posted on the District website for at least four (4) business days before closing, and all teachers are eligible to apply for such vacancies. Teachers shall be notified upon the release of all postings. Positions shall be filled within three (3) business days of the end of the posting period, provided there are qualified internal applicants.
4. A copy of all postings, and notices of all vacancies as they occur, including those to be filled by appointment, shall be sent to the SSTA.
5.
 - a. Postings, advertisements and application forms for appointment to the teaching staff of the district shall not include specific reference to extra-curricular activities and programs.
 - b. Each posting may contain relevant information about the school, and in a separate paragraph shall contain the following information identifying the position to be filled:
 - i. subject area(s);
 - ii. grade level(s);
 - iii. location;
 - iv. full-time/specific part-time;
 - v. other relevant information;
 - vi. start date;
 - vii. end date, if applicable;
 - viii. necessary qualifications, which shall be reasonable requirements for the position.

6. a. All vacancies shall be filled by candidates who have applied for posted vacancies and possess the necessary qualifications. Vacancies shall be filled through a competitive process with priority based on district experience and in the following order:
 - i. a continuing teacher in this district;
 - ii. a temporary teacher in this district who has received priority hiring rights;
 - iii. a temporary teacher who has received a satisfactory, written evaluation in this district;
 - iv. a temporary teacher who has held an appointment of 0.1 FTE or more or who has held an appointment through Article C.23.4 in either of the most recent two teaching years.
- b. For the purpose of filling posted vacancies "necessary qualifications" means:
 - i. possession of a valid B.C. Teaching Certificate; and
 - ii. university training, or its equivalent, relevant to the posted position; and
 - iii. successful teaching experience relevant to the posted position.

Where the necessary qualifications of the applicants are relatively equal then district experience shall be given priority.

7. A successful applicant to a posted vacancy, who has priority hiring rights in this district (as defined by C.21.3), shall receive a continuing contract of employment. A successful applicant to a posted vacancy without priority hiring rights in this district (as defined by C.21.3) shall receive a term contract of employment.
8. The Superintendent each year will invite the SSTA to nominate a teacher to participate in the short-listing of candidates for any position of special responsibility.
9. Board appointments to vacancies shall be filled by available, qualified candidates (as defined by E.22.6.b) in the following order:
 - i. a teacher on the recall list;
 - ii. a continuing teacher in this district;
 - iii. a temporary teacher in this district who has received priority hiring rights;
 - iv. a temporary teacher who has received a satisfactory, written evaluation in this district;
 - v. a temporary teacher who has held an appointment of 0.1 FTE or more or who has held an appointment through Article C.23.4 in either of the most recent two teaching years.
10. The Board shall maintain and provide to the SSTA, by October 15, February 1, and prior to the spring staffing cycle, lists of teachers as follows:
 - i. recall;
 - ii. continuing;

- iii. priority hiring rights;
- iv. current experience in the district.

ARTICLE E.23 TRANSFERS INITIATED BY THE BOARD

1.
 - a. The Board shall only initiate transfers for educational reasons, or for reasons related to staff reduction. Transfers shall not be initiated by the Board for arbitrary, capricious or punitive reasons.
 - b. If staff reduction is necessary, the Board shall only transfer a teacher provided:
 - i. no vacant position remains in the teacher's home school for which that teacher possesses the necessary qualifications,
 - ii. the teacher has the least seniority of teachers holding positions in that teacher's school, provided the teachers retained have the necessary qualifications to fill the remaining positions,
 - iii. no teacher more senior volunteers to be transferred and is transferred.

A teacher may refuse such transfer and shall be granted upon request a one year leave of absence without prejudice to the right to apply to posted positions within that school year.

In the event that the projected factors do not actually materialize, and this is known before September 30 of the year in which the transfer occurs, a teacher who is transferred for reasons of staff reduction shall have the opportunity of returning by September 30 to the position previously held, or to a similar position in the school from which the teacher was transferred.

2. In the event that the Board initiates a transfer of a teacher from a school within any of the district's three communities (District of Squamish, Whistler, Pemberton) to a school within one of the other of the three communities, reasonable actual moving costs incurred shall be paid by the Board to the teacher, upon presentation of receipts within six (6) months of commencement of duties at the new location.
3. A Board official intending to recommend Board initiation of transfer of a teacher from one school to another shall meet with the teacher at least ten (10) working days prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it shall be communicated to the teacher. The teacher may be accompanied by a member of the SSTA. The teacher shall have the opportunity to consider the matter, consult with the Board official, and reply before the recommendation is placed before the Board. The teacher shall have the right to appeal the recommendation to the Board prior to the decision being made, and may be accompanied by a representative of the SSTA at the meeting with the Board or Board committee, with the Superintendent being present, at which the appeal is considered.

4. Transfers initiated by the Board shall be completed no later than May 15 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by May 15 in such year.
5. Any teacher who has been transferred without agreement shall not be subject to a further transfer without agreement for the three (3) subsequent school years.

ARTICLE E.24 TEACHER EXCHANGE WITHIN THE DISTRICT

1. Teachers may apply for exchange, by request in writing to the Superintendent by March 1.
2. The Board will attempt to accommodate such requests and each applicant will be notified of the decision in writing by March 31.
3. A teacher whose request for exchange has been denied, upon request to the Superintendent, shall be given written reasons for the denial.

ARTICLE E.25 NO DISCRIMINATION

1. The Board and the SSTA agree to abide by the provisions of the *Human Rights Act* of B.C. and Sections 2 and 3 of the *Labour Relations Act*, and without limiting the generality of the foregoing, shall not discriminate against any employee covered by this agreement.
2. The Board and the Association/Union recognize the right of all persons to work, learn, conduct business and otherwise associate in an environment free of discrimination. There will be no discrimination against any applicant to a position covered by this agreement or against any member of the bargaining unit on the basis of, but not limited to, the following: race, colour, creed, age, physical handicap, gender, sexual orientation, religious or political affiliation, national origin, marital status, or whether they have children.

ARTICLE E.26 RACE RELATIONS

1. The Board and the association do not condone and will not tolerate any expression of racism.
2. Any written allegation of racism within the control of the Board will be investigated by the Superintendent. The results will be reported to the Board, the association and the concerned parties.

ARTICLE E.27 PERSONNEL FILES

1. There shall be an official personnel file for each teacher which shall be at the School Board Administration office. A file concerning a teacher may also be kept at the school where the teacher is assigned. Material from that file shall be forwarded for inclusion in the official file or shall be destroyed when the teacher leaves the school.
2. A teacher shall have access to the official personnel file concerning that teacher, and to the file concerning the teacher at the school. The teacher may make such examination during regular office hours, after making arrangements to do so.
3. An appropriate School Board official shall be present while the file is being examined. The teacher may be accompanied by a person chosen by the teacher.
4. Teachers shall not remove items from the file. A teacher may prepare comments on any item in the file, and such comments shall be appended to the item if the teacher so requests.
5. The Board agrees that only material relevant to the employment of the teacher shall be maintained in personnel files.
6. Provided there is no further documentation of discipline, upon the request of a teacher, material critical of the teacher or in the nature of a reprimand shall be removed from the file two (2) years after the filing, unless the material is related to performance evaluation, a offense, or gross misconduct.
7. Personnel files shall be in the custody of the Board and shall not be available to other than appropriate officials of the School District.

ARTICLE E.28 SCHOOL ACT SECTION 11 APPEALS

1. The teacher(s) involved shall be provided promptly with a copy of the Notice of Appeal.
2. The teacher(s) involved shall have the opportunity to provide information to the Review Committee (see Board by-law-Appeals) prior to its decision.
3. The results of the Appeal shall be made known to the teacher(s) involved.
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.29 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising duties as an employee of the District, and after a formal investigation pursuant to the Grievance Procedure (P.C.A.-A.6) provisions of the Collective Agreement, has not been found to be substantiated, the teacher shall be entitled to assistance, where required, to deal with the negative effects of the allegation.
2. A teacher requesting assistance and a representative of the Association shall meet with two district staff members appointed by the Superintendent to establish a plan of assistance for the teacher. The plan of assistance may include, but shall not be limited to:
 - a. a specified period of leave of absence without loss of pay,
 - b. first priority status to fill any vacant position requested by the teacher in accord with Articles E.22.6.a and E.22.6.b where the position is in another community within this district, the financial assistance as described in Article E.23.2 shall be provided,
 - c. where requested by the teacher, provision of factual information, as agreed to by the teacher, shall be provided to the parents by the Board.
3. At the request of the teacher, the parties shall meet again to examine whether modifications to the plan should be made.

ARTICLE E.30 ACTS OF PHYSICAL VIOLENCE

1. The Board and the Association do not condone and will not tolerate acts of physical violence.
2. If a teacher is subjected to physical violence by a student, the Administrative Officer shall investigate the incident and report it to the Superintendent of Schools.

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.20 PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL

1. The Board shall establish a fund for the purpose of the professional development of the teachers of the school district. Effective July 1, 1993, the Board will provide annually, the sum of \$340.00 per full time equivalent teacher (based on the staffing on each September 30) for the Professional Development Fund.
2. The professional development fund will be used to fund workshops, seminars, extended non-credit courses, inservice training and refunds for credit courses to the audit fee level only. The fund will not normally be used to fund implementation of new or revised Ministry Curriculum.
3. In the event that the sum of money provided by the Board in a given fiscal year is not spent, the remainder of the money will be allowed to accumulate in the fund to be used in the succeeding year. The total amount of the fund in any given year is not to exceed 3.0 (three) times the money agreed to in F.20.1.
4. The administration of this fund is to be in the hands of the Professional Development Committee, which shall include at least one school trustee representative, the Superintendent of Schools or representative, one teacher representative from each school, and one person named by the SSTA.
5. The Professional Development Committee shall be responsible for:
 - a. facilitating teacher identification of individual professional development needs through a needs assessment;
 - b. designing, implementing and evaluating professional development programs;
 - c. distributing professional development funds;
 - d. ensuring that professional development opportunities are distributed as equitably possible.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT ON NON-INSTRUCTIONAL DAYS

A minimum of three (3) of the available non-instructional days as prescribed in the annual School Calendar shall be used for teacher professional development activities. The Board shall only approve the dates and professional development activities on such days, as are requested by a school staff or the SSTA.

ARTICLE F.22 DISTRICT CO-ORDINATING COMMITTEE FOR CURRICULUM

1. Implementation

A District Co-ordinating Committee for Curriculum Implementation shall be established, composed of three (3) representatives from SSTA and three (3) representatives from the Board. The Committee shall identify curriculum undergoing change in the near future, and name an appropriate sub-committee.

2. The sub-committee shall have the task to plan the implementation and to identify the resources necessary, including time, recognizing the relationship between them. The sub-committee shall make recommendations to the Board concerning needs with respect to implementation and the provision of resources to accomplish it.

ARTICLE F.23 PROFESSIONAL AUTONOMY

The Board recognizes and respects the professionalism of teachers covered by this collective agreement. Teachers, within the bounds of the prescribed curriculum and consistent with recognized effective educational practice, shall have individual professional autonomy.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

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

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

ARTICLE G. 2 COMPASSIONATE CARE LEAVE

[See also Article G.27 Compassionate Leave for short term compassionate leaves of up to ten days.]

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

- iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
 - b. in relation to an employee's spouse:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- 3. Compassionate care leave supplemental employment insurance benefits:

When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:

 - a. one hundred percent (100%) of the employee's current salary for the first week of the leave,
 - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
 - c. current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
- 4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- 5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 7. Seniority shall continue to accrue during the period of the compassionate care leave.

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

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

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

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

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

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

ARTICLE G.4 BEREAVEMENT LEAVE

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

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family. **[See also Article G.4.5.]**

For the purposes of this article “immediate family” means:

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
 - b. Any person who lives with an employee as a member of the employee’s family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.

3. In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause "family member" means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
 - b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

Local Provisions:

5. To accommodate leave needs in excess of five days granted under Article G.4.1, the Board may grant additional leave. The first five (5) days of such additional leave shall be without loss of pay, but with a deduction of "pay rate of a teacher teaching on call", if a teacher teaching on call is required and used, and any subsequent days shall be without pay.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

[Note: See also Article G.35 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.*

ARTICLE G.6 LEAVE FOR UNION BUSINESS

[Note: Article G.6.1.b. applies for the purpose of Article A.10 (Leave for Regulatory Business as per the Teachers Act) only. Article G.6.1.a and G.6.2 – G.6.8 do not apply in SD 48 (Sea to Sky).]

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

Elected union officer release

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

Local Provisions:

11. Sea to Sky Teachers' Association President's Leave
 - a. The SSTA will reimburse the Board for the cost of salary and benefits for the period of leave upon receipt of a monthly statement.
 - b. For purposes of pension, experience, sick leave and seniority, the president shall be deemed to be in the full employ of the Board. The president shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness. Such days or part days shall be deducted from the president's accumulated sick leave credits.

2. SSTA Professional Development Chairperson's Leave

- a. The SSTA will reimburse the Board for the cost of salary and benefits for the period of leave upon receipt of a monthly statement.
- b. For purposes of pension, experience, sick leave and seniority, the Professional Development Chairperson shall be deemed to be in the full employ of the Board. The PD Chairperson shall inform the Board of the number of days or partial days, if any, that they were absent from their duties as PD Chair due to illness. Such days or part days shall be deducted from the PD Chairperson's accumulated sick leave credits.

3. Leave for Specific Purposes

- a. Upon the receipt of a letter of authorization from the SSTA, subject to the operational requirements including the obtaining of a suitable teacher on call if required, and provided that the request is made in writing with notice of at least five teaching days, leave of absence shall be granted to a teacher who is:
 - i. - a member of a committee or task force of the SSTA, BCTF, CTF to a maximum of eight (8) days in a school year;
- an official representative or delegate of the SSTA or BCTF who is not an elected union officer for the purposes of G.6.9, to a maximum of five (5) days in a school year.

Such leaves shall be without loss of pay provided that the SSTA guarantees that the Board is reimbursed at the "pay rate of a teacher on call", if a teacher on call is required and used, for each day of such leave.

- ii. a member of the SSTA bargaining committee, to a maximum of four teachers at any one time, to meet with the Board to engage in collective bargaining for a collective agreement.

Such leaves shall be without loss of pay provided that the SSTA reimburses the Board at one-half of the "pay rate of a teacher on call", if a teacher on call is required and used, for each day of such leave. Otherwise such leaves which are granted shall be without pay.

- iii. a member of the SSTA bargaining committee, to a maximum of four teachers at any one time, to attend meetings of that committee.

Such leaves shall be without loss of pay provided that the SSTA reimburses the Board at the teacher's "daily rate of pay" for each day of such leaves. Otherwise such leaves which are granted shall be without pay.

- iv. called by the SSTA to appear as a witness before an arbitration board or the Industrial Relations Council.

Such leaves shall be without loss of pay.

- b. Teacher representatives of the SSTA shall arrange, whenever possible, to conduct grievance investigations and other local business in such a way so as not to disrupt classroom or other instruction.
- c. In the event that an employee covered by this agreement is appointed to a full-time position as an officer of the SSTA or body to which it belongs and/or is affiliated, or is appointed on a term contract of employment to the administrative staff of an organization to which the SSTA belongs and/or is affiliated, leave of absence without pay shall be granted for the duration of the period. For the purposes of experience 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 at least ninety (90) days prior to the commencement of a school term, to return to employment with the Board effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

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

ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

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

ARTICLE G.9 TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
 - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
 - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice – Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
 - a. Teacher Evaluation
 - b. Teacher Discipline
6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

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

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

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

ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

ARTICLE G.20 SICK LEAVE

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

1. Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work while ill, disabled, quarantined or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

2. Sick Leave Allowance, Accumulation

- a. Sick leave allowance means the number of days that a teacher has been credited through current and past service to the Board, and for which the teacher will be entitled to sick leave at the teacher's regular rate of pay.
- b. Sick leave allowance shall be credited to a continuing or temporary teacher on the basis of one and one-half (1 1/2) days for each month worked after April 1, 1968, plus one day for each month worked prior to April 1, 1968 in the current and past service of the Board. A month worked shall mean a month in which the teacher has been absent for not more than ten (10) teaching days.
- c. In any one year in which a teacher has not used the sick leave allowance or has used only a portion of it, the entire unused allowance shall accumulate for the teacher's future use without maximum.

3. Advance of Sick Leave Allowance

The anticipated sick leave allowance for the current school year may be advanced to the employee. Any sick leave days advanced and used and not later credited in that school year are recoverable by the employer.

4. Part-time Teachers

Part-time teachers shall accumulate and use sick leave in proportion to the percentage of full-time that they work.

5. Sick Leave Usage

- a. Deduction shall be made from sick leave allowance on the basis of one (1) day for one (1) working day (exclusive of holidays) of sick leave granted with full pay.
- b. A maximum total of 120 days of sick leave may be deducted from the sick leave accumulation or the advance in any school year.

6. Sick Leave Records

A record of all unused sick leave allowance will be kept by the Board for each teacher. Upon application by the teacher, the Board shall advise the amount of the teacher's accumulated sick leave allowance. Each teacher shall receive by September 30 a statement of the balance of their accumulated sick leave as at September 1.

7. Medical Certificates

- a. In any case where the teacher is absent for ten (10) consecutive days or more the teacher shall be required to produce a certificate from a qualified medical practitioner certifying that such teacher is unable to carry out duties due to illness, disability, or quarantine.
- b. If the absence from work is ten (10) days or more, the teacher shall be required to submit to the Board a health report acceptable to the Board indicating fitness to resume duties.

ARTICLE G.21 WORKERS' COMPENSATION LEAVE

1. Compensation Leave means the period of time an employee is permitted to be absent from work and for which compensation is paid under the *Workers' Compensation Act*.
2. Compensation Leave shall be granted without loss of pay provided the WCB loss of pay payments are made directly to the Board and provided there is available sick leave allowance against which the balance shall be charged.
3. Once the available sick leave allowance for the year has been used, any Compensation Leave shall be without pay, and WCB loss of pay payments shall be made directly to the teacher.

ARTICLE G.22 PREGNANCY/MATERNITY LEAVE

1. When a teacher takes the *pregnancy/maternity* leave they are entitled to, pursuant to the *Employment Standards Act*, the Board shall pay that teacher:
 - a. Seventy-Five (75) per cent of their current salary for the first two (2) weeks of leave.
 - b. If they are eligible to receive *E.I.* maternity benefits, the difference between seventy-five (75) per cent of their current salary during the regular school year and the amount of the above benefits for a further fifteen (15) weeks.
2. Maternity Leave shall not count as sick leave.
3. A teacher shall confirm in writing to the Board their intention to return to work following the birth of the child and shall do so at least thirty (30) days prior to the expected date of return. Should the teacher wish to change the date of return, the request shall be made to the Board at the earliest opportunity.

ARTICLE G.23 PATERNITY LEAVE

1. During the school year, a teacher shall be entitled to be granted up to two (2) days leave of absence without loss of pay on the event of the birth of their child.

ARTICLE G.24 LEAVE FOR ADOPTION

1. In the case of adoption of a child, leave of absence without loss of pay shall be granted as follows:
 - a. to the father, up to two (2) days for mandatory interviews and to receive the child;
 - b. to the mother,
 - i. up to two (2) days for mandatory interviews and to receive the child, or
 - ii. one (1) day for mandatory interviews to receive the child and Maternity Leave as provided in this Agreement.

ARTICLE G.25 PARENTAL AND PARENTHOOD LEAVE

1. Parental Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, Part 6.
2. An employee is entitled to Parenthood leave without pay beyond the period of parental leave to which they are entitled under Part 6 of the *Employment Standards Act*.

3. Parental and Parenthood leave shall be taken consecutively and shall not exceed a total of twenty working months.
4. An employee who returns from Parenthood leave taken pursuant to this article shall do so on, either September 1 or January 1, or the beginning of a semester as appropriate.
5. An employee shall confirm in writing their return to work from parenthood leave prior to April 15 for a September 1 return, and prior to October 30 for a January 1 return, or with sixty (60) days' notice if the return is at the beginning of a semester, or shall be deemed to have resigned.
6. The Board shall provide all applicable Health and Welfare Benefits to an employee on leave pursuant to this article;
 - a. pursuant to the *Employment Standards Act* for the period of Parental leave provided in that Act; and
 - b. if the employee pays the full cost of such benefits in advance; for the period of Parenthood leave taken beyond the period of Parental Leave provided in the *Employment Standards Act*.

ARTICLE G.26 JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS

1. Any teacher required to attend a court of law as a juror or summonsed by subpoena as a witness, shall be granted leave without loss of pay provided the case does not involve the teacher's personal affairs. Any jury duty monies or witness fees (except expenses) received for the days when the teacher is with full pay shall be deposited with the Board.
2. Where the private affairs of an employee necessitate an appearance in legal proceedings, a leave of absence without pay shall be granted by the Board.
3. In the event that a teacher is required to attend legal proceedings on behalf of the Board on other than regular work days, the time will be considered as work time and shall be paid at the daily rate of last annual salary per day, and fraction thereof per part day. Any fees received shall be deposited with the Board.

ARTICLE G.27 COMPASSIONATE LEAVE

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

1. A teacher, upon notifying the immediate supervisor, shall be granted leave of up to five (5) days without loss of pay or where a physician deems death is imminent in the immediate family (spouse, parent, grandparent, parent-in-law, grandparent-in-law, guardian, sibling, sibling-in-law, grandchild, child, child-in-law) provided application is made in writing to the Board for Compassionate Leave within thirty (30) days of the end of the leave.

2. To accommodate Compassionate Leave needs in excess of five days, the Board may grant additional leave. The first five (5) days of such additional leave shall be without loss of pay, but with a deduction of "pay rate of a teacher teaching on call", if a teacher teaching on call is required and used, and any subsequent days shall be without pay.

ARTICLE G.28 FUNERAL LEAVE

If leave has not been granted under Article G.4.1 or G.4.5, the Board shall grant leave without loss of pay, subject to operational requirements, for 1/2 day (or 1 day if required) to a teacher to attend a funeral.

ARTICLE G.29 PERSONAL LEAVE

1. Leave of absence may be granted to a teacher for purely personal reasons. Full time leaves are not normally granted for more than a total of one year.
2. Written application shall be made for personal leave, except that in emergency situations, the teacher shall notify the immediate supervisor and then make written application to the Board.
3. Employees returning from a leave granted in accordance with this article shall be assigned to a position as closely related to the position held prior to the commencement of the leave as is practicable at the time of return.

ARTICLE G.30 LEAVE FOR FAMILY ILLNESS

In the case of a teacher requiring leave for emergency illness situations, in the immediate family (spouse, parent, child, ward), arising when no other family member is available, the teacher shall be granted, after notifying the immediate supervisor, up to a maximum of three (3) days leave per school year, without loss of pay but with a deduction of "pay rate of a teacher teaching on call", if a teacher teaching on call is required and used, for this purpose. The employer may require substantiation by medical certification.

ARTICLE G.31 LEAVE FOR SEARCH AND RESCUE ACTIVITIES

The Board will grant leave of absence without loss of pay but with a deduction of "pay rate of teacher teaching on call", if a teacher teaching on call is required and used, for up to two (2) days to teachers who are members of regularly organized search and rescue organizations and who are called out for search and rescue activities. Such teachers shall register membership with the Board in advance in order to be eligible for this leave.

ARTICLE G.32 LEAVE FOR ELECTED OFFICE

In the event that a teacher is nominated as a candidate in a provincial, or federal election, the teacher shall be granted a leave of absence, provided arrangements can be made for a satisfactory teacher teaching on call, without pay, for the duration of the election campaign. Should a teacher be elected as MP, MLA, or Mayor, the teacher shall be granted a long term leave of absence, without pay.

ARTICLE G.33 EDUCATIONAL LEAVE

1. The Board shall establish an Educational Leave Fund each year in the amount of zero point six percent (0.6%) of the teaching salary section of the District budget. These funds shall be made available to pay the salaries of teachers granted educational leave.
2. Educational leave may be granted by the Board to a teacher for the purpose of approved study for one school year (July 1 to June 30) or for any portion of a school year.
3. A teacher who wishes educational leave shall apply in writing to the Board by March 1 of the year prior to the school year in which the leave is to commence, stating clearly the particular purpose for the leave, and the proposed activities designed to fulfill that purpose. Any of the following general activities may be considered to fulfill such purposes:
 - a. formal academic training regardless of whether it leads to higher certification.
 - b. studies or programs designed to bring new techniques, educational strategies or technological change to the school district.
 - c. studies or programs designed to assist established teachers in remaining current or in advancing their knowledge of methods, subject matter or general background for teaching.
4. To qualify for Educational Leave, a teacher must have served at least five (5) years with the District, and normally leave shall not be granted to a teacher who is within five (5) years of the age of retirement.
5. A Review Panel shall be established by November 15 each year to consider all applications for the following school year and make recommendations to the Board, including the ranking of applicants in a priority order. Such consideration shall occur by March 31. The Review Panel shall consist of two (2) representatives of the Board and two (2) representatives of the Association, and the Superintendent or delegate. The Chairperson shall be the Superintendent or delegate who shall vote only in the event of a tie. The Review Panel will determine target areas of district needs for Educational Leave and shall make these known as soon as practicable.
6. Upon the receipt of the Review Panel's recommendations, the Board shall decide which applicants, if any, shall be granted Educational Leave. The Board may limit the number of such leaves to a maximum of two full- time equivalent teachers in any school year.

7. Teachers applying for educational leave shall be notified by the Board of acceptance, or reasons for rejection, of their application at least two (2) months in advance of the date the leave is to commence.
8. Teachers granted leave under this section shall undertake to return and to stay in the service of the Board for a period of time. Where the leave granted is 1/7 (one-seventh) FTE or less, the period of time shall be one (1) FTE year. In any other case the period of time shall be three (3) FTE years. If the teacher, who has received Educational Leave, voluntarily terminates employment with the Board before the period has expired, the teacher shall immediately refund to the Board the amount the teacher received while on leave, prorated over the time involved.
9. Each teacher granted Educational Leave shall have such leave with pay based upon sixty percent (60%) of the teacher's regular placement on scale. During the period of the leave, benefits shall be continued on the normal sharing basis.
10. If, for any reason, a person selected is unable to take the educational leave, other candidates who had been unsuccessful will be reconsidered.

ARTICLE G.34 SELF-FUNDED LEAVE PLAN

The Board shall administer a Self-Funded Leave Plan in accord with a separate agreement.

ARTICLE G.35 DISCRETIONARY LEAVE

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

1. Subject to operational requirements, and upon request in writing, with notice of at least five teaching days, except in an emergency, a teacher shall be granted one discretionary day each school year. Such leave shall be with pay less the "pay rate of a teacher teaching on call."

Discretionary days shall only be used to meet a personal need or requirement which cannot be met without absence from work. These days are non-cumulative and shall not be taken in conjunction with holidays.

Discretionary leave is only to be used where no other leave provisions apply.

SIGNATURES

Dated at Squamish, British Columbia, this _____ of _____, 2023.

ON BEHALF OF THE BOARD
OF EDUCATION

ON BEHALF OF THE SEA TO SKY
TEACHERS' ASSOCIATION

Rebecca Barley, Board Chair
School District No.48 (Sea to Sky)

Gina McCormick, President
Sea To Sky Teachers' Association

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

Clint Johnston,
President
BC Teachers' Federation

SCHEDULE A: TABLE 5 / ANNUAL SALARY GRID

July 1, 2019 – June 30, 2020 Teachers' Salary Grid

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 52,150	\$ 56,591	\$ 58,072
1	\$ 50,406	\$ 55,324	\$ 59,935	\$ 61,472
2	\$ 52,978	\$ 58,497	\$ 63,280	\$ 64,874
3	\$ 55,549	\$ 61,670	\$ 66,623	\$ 68,275
4	\$ 58,121	\$ 64,843	\$ 69,968	\$ 71,675
5	\$ 60,692	\$ 68,018	\$ 73,311	\$ 75,076
6	\$ 63,263	\$ 71,193	\$ 76,655	\$ 78,477
7	\$ 65,835	\$ 74,365	\$ 80,001	\$ 81,878
8	\$ 68,405	\$ 77,540	\$ 83,344	\$ 85,279
9	\$ 73,107	\$ 83,097	\$ 89,079	\$ 91,073

July 1, 2020 – June 30, 2021 Teachers' Salary Grid

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 53,193	\$ 57,722	\$ 59,233
1	\$ 51,414	\$ 56,430	\$ 61,134	\$ 62,702
2	\$ 54,037	\$ 59,667	\$ 64,545	\$ 66,172
3	\$ 56,660	\$ 62,904	\$ 67,956	\$ 69,640
4	\$ 59,283	\$ 66,140	\$ 71,367	\$ 73,109
5	\$ 61,906	\$ 69,378	\$ 74,778	\$ 76,578
6	\$ 64,529	\$ 72,617	\$ 78,188	\$ 80,046
7	\$ 67,152	\$ 75,852	\$ 81,601	\$ 83,516
8	\$ 69,773	\$ 79,091	\$ 85,011	\$ 86,985
9	\$ 75,301	\$ 85,590	\$ 91,751	\$ 93,805

July 1, 2021 – June 30, 2022 Teachers' Salary Grid

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 54,256	\$ 58,877	\$ 60,418
1	\$ 52,443	\$ 57,559	\$ 62,357	\$ 63,956
2	\$ 55,118	\$ 60,860	\$ 65,836	\$ 67,495
3	\$ 57,793	\$ 64,162	\$ 69,315	\$ 71,033
4	\$ 60,469	\$ 67,463	\$ 72,795	\$ 74,571
5	\$ 63,144	\$ 70,766	\$ 76,273	\$ 78,109
6	\$ 65,819	\$ 74,069	\$ 79,752	\$ 81,647
7	\$ 68,495	\$ 77,369	\$ 83,233	\$ 85,186
8	\$ 71,169	\$ 80,673	\$ 86,711	\$ 88,724
9	\$ 76,807	\$ 87,302	\$ 93,586	\$ 95,681

SCHEDULE B: ALLOWANCES AND BONUSES

1. First Aid Allowance

Date	Industrial First Aid Certificate	Any other acceptable certificate
Effective July 1, 2019	\$ 642	\$ 257
Effective July 1, 2020	\$ 654	\$ 262
Effective July 1, 2021	\$ 667	\$ 267

2. Rural Bonus

Date	Rural
Effective July 1, 2019	\$ 132
Effective July 1, 2020	\$ 134
Effective July 1, 2021	\$ 137

3. Summer School Coordinator

The teacher who serves as Summer School Coordinator shall be paid an additional amount as follows:

Date	Basic Allowance (one subject area)	Additional Allowance for Second subject area	For each additional subject area
Effective July 1, 2019	\$ 899	\$ 449	\$ 224
Effective July 1, 2020	\$ 917	\$ 458	\$ 229
Effective July 1, 2021	\$ 935	\$ 467	\$ 233

4. Head Teacher's Allowance

Date	1st year	2nd year	3rd and each subsequent year
Effective July 1, 2019	\$ 2,439	\$ 2,823	\$ 3,209
Effective July 1, 2020	\$ 2,488	\$ 2,880	\$ 3,273
Effective July 1, 2021	\$ 2,537	\$ 2,937	\$ 3,339

5. Senior Assistant

Date	Senior Assistant
Effective July 1, 2019	\$ 1,090
Effective July 1, 2020	\$ 1,112
Effective July 1, 2021	\$ 1,134

6. Administrative Assistant

Date	1st year in this capacity in this District	2nd year	3rd year and each subsequent year
Effective July 1, 2019	\$ 2,952	\$ 3,337	\$ 3,722
Effective July 1, 2020	\$ 3,011	\$ 3,404	\$ 3,796
Effective July 1, 2021	\$ 3,071	\$ 3,472	\$ 3,872

Basic Allowance

7. Department Head

Date	Minor Department Head	Major Department Head
Effective July 1, 2019	\$ 1,283	\$ 2,439
Effective July 1, 2020	\$ 1,309	\$ 2,488
Effective July 1, 2021	\$ 1,335	\$ 2,537

8. Subject Coordinator

Date	Subject Coordinator
Effective July 1, 2019	\$ 962
Effective July 1, 2020	\$ 981
Effective July 1, 2021	\$ 1,001

9. District Coordinator

Date	1st year in this capacity in this District	2nd year	3rd and each subsequent year
Effective July 1, 2019	\$ 2,952	\$ 3,979	\$ 5,006
Effective July 1, 2020	\$ 3,011	\$ 4,059	\$ 5,106
Effective July 1, 2021	\$ 3,071	\$ 4,140	\$ 5,208

10. Administrative Assistant to Superintendent

Date	Administrative Assistant to Superintendent
Effective July 1, 2019	\$ 6,417
Effective July 1, 2020	\$ 6,545
Effective July 1, 2021	\$ 6,676

11. Teacher In Charge (by type of school) (per day)*

Date	Type A	Type B	Type C
Effective July 1, 2019	\$ 12	\$ 15	\$ 18
Effective July 1, 2020	\$ 12	\$ 16	\$ 19
Effective July 1, 2021	\$ 13	\$ 16	\$ 19

*School Types are defined as:

Type A school – under 20 staff members,
Type B school – between 20 and 40 staff members,
Type C school – over 40 staff members

LETTERS OF UNDERSTANDING/INTENT

LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Designation of Provincial and Local Matters

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

6. Effective date of local matters items:

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

Signed this 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

9. Retraining, Board directed education upgrading

Section D – Working Conditions

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

17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings
5. Educational Leave and Leave for Exams

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

January 22, 2021 - Provincial Matters

Appendix 2 LOCAL MATTERS

Appendix 2 – Local Matters
Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals
5. Input into Board Policy
6. No Discrimination
7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum A)
10. Parental Complaints, Public Complaints

Section F – Professional Rights

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

Section G – Leaves of Absence

1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans

4. Unpaid Leaves: unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement, except for those elements of the clause that are provincial including: continuation of benefits, increment entitlement and matters related to pensions.

January 22, 2021 - Local Matters.

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

British Columbia Public School Employers’
Association

“R. Worley”

“K. Halliday”

LETTER OF UNDERSTANDING No. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3. a

Between

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

And

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

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

**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. 48 (Sea to Sky)

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

Does not apply in School District No. 48 (Sea to Sky)

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 \$ 2,674upon 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 \$ 2,674as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

Signed this 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

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

Schedule A - List of Approved School Districts or Schools

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

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

47 - Powell River (only part of district approved)

Texada Elem	Texada Island
Kelly Creek Elem	

49 - Central Coast (Entire District)

50 - Haida Gwaii (Entire District)

51 - Boundary (only part of district approved)

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

52 - Prince Rupert (Entire District)

54 - Bulkley Valley (entire district approved)

57 - Prince George (only part of district approved)

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

59 - Peace River South (Entire District)

60 - Peace River North (Entire District)

64 - Gulf Islands (only part of district approved)

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

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

Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet

72 - Campbell River (*only part of district approved*)

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

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

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

74 - Gold Trail (*only part of district approved*)

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

81 - Fort Nelson (Entire District)**82 - Coast Mountain (Entire District)****84 - Vancouver Island West (*entire district approved*)****85 - Vancouver Island North (Entire District)****87 - Stikine (Entire District)****91 - Nechako Lakes (Entire District)****92 - Nisga'a (Entire District)****93 - Conseil Scolaire Francophone (*only part of district approved*)**

Ecole Jack Cook	Terrace
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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:

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

education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

4. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to 20 years of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.
5. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
 - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
 - No seniority could be ported to the other seniority list.
 - For example, teacher A in District A currently has 14 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING No. 7

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

Revised with housekeeping March 26, 2020

LETTER OF UNDERSTANDING No. 8

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

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

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

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.

6. Consistent with Irene Holden’s previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.
7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

Alan Chell
For BCPSEA

March 26, 2020
Date

Teri Mooring
For BCTF

March 26, 2020
Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

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

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

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

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

Appendix A to Letter of Understanding No. 9

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

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

Medical Services and Supplies continued	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
Vision Care	

Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
Paramedical Services	
Naturopath	\$900 per year
Chiropractor	\$900 per year
Massage therapist	\$900 per year
Physiotherapist	\$900 per year
Psychologist	\$900 per year
Speech therapist	\$800 per year
Acupuncturist	\$900 per year
Podiatrist/Chiropodist	\$800 per year

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

Not applicable in SD 48 (Sea to Sky)

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 proceeding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th of the proceeding 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 proceeding 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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