

**WORKING DOCUMENT**  
**PROVINCIAL COLLECTIVE AGREEMENT**

**Between**

**BC PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**("BCPSEA")**

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

**and:**

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

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

**in:**

**SCHOOL DISTRICT NO. 74 (GOLD TRAIL)**

**THE BOARD OF EDUCATION OF**  
**SCHOOL DISTRICT NO.74 (Gold Trail)**  
**(The "Employer")**

**And**

**THE GOLD TRAIL TEACHERS' ASSOCIATION**  
**(The "Local")**

**Effective July 1, 2019 – June 30, 2022**

Please note: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F. and B.C.P.S.E.A. under the <u>Public Education Labour Relations Act</u> , 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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## SIGNATURES

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

\_\_\_\_\_  
Trudy Rasmuson, Secretary-Treasurer  
School District No. 74 (Gold Trail)

\_\_\_\_\_  
Cameron Rittinger President  
Gold Trail Teachers' Association

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

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

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## **PREAMBLE**

1. WHEREAS it is recognized that this Agreement is a declaration of the Board's and the Association's belief in a consultative approach on matters related to the matters contained in this Agreement;
2. AND WHEREAS it is the desire of both parties to this Agreement to promote harmonious relations and settled conditions of employment;

NOW THEREFORE the parties agree as follows:

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

### ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION

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

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



## **ARTICLE A.2            RECOGNITION OF THE UNION**

1.     The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2.     Pursuant to *PELRA*, the employer, School District No. 74 (Gold Trail) recognizes the local, Gold Trail Teachers' Association in School District No. 74 (Gold Trail) as the teachers' union for the negotiation in School District No. 74 (Gold Trail) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in School District No. 74 (Gold Trail) 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 TTOC shall receive a full day's pay.

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

### **1.        Preamble**

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

### **Steps in Grievance Procedure**

### **2.        Step One**

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

### **3.        Step Two**

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

### **4.        Step Three**

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

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

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

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

## **5. Omitting Steps**

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

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

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

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

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

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

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

## **9. General**

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

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

### **Local Provisions**

- 10. a. Where the parties mutually agree, Section 104 of the Labour Relations Code may be utilized.

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement (Mr. Vincent Ready), or a substitute agreed to by the parties, shall at the request of either party:

- i. investigate the difference;
- ii. define the issue in the difference; and
- iii. make written recommendations to resolve the difference

within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

- b. Where recommendations from a Section 104 hearing rather than arbitration has been implemented, the decision shall be final, binding, and enforceable on all parties.

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

## **ARTICLE A.9 LEGISLATIVE CHANGE**

- 1. In this article, "legislation" means any new or amended statute, regulation, Minister's Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- 2.
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
  - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
- 3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been



affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).

4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

#### **ARTICLE A.10 LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS' ACT**

1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.
2. Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the collective agreement.
3. Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

#### **ARTICLE A.20 TEACHER REGULATION BRANCH DUES**

1. The Board shall distribute Teacher Regulation Branch dues deduction forms to all teachers employed by the Board.
2. The Board shall deduct Teacher Regulation Branch dues from the salary of all teachers who have signed and returned the dues deduction form and shall remit such dues to the Teacher Regulation Branch.

#### **ARTICLE A.21 EXCLUSIONS FROM THE BARGAINING UNIT**

1. For new positions, other than teaching assignments, which the Association claims to be within the bargaining unit, the Board agrees to provide the Association with a written description of the job content. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. Where the parties are unable to agree whether a newly created position is included, then the matter shall be referred to arbitration.

## **ARTICLE A.22      EDUCATION ASSISTANTS**

1. When used in this Article, the term "teacher" includes school administrators who are performing teaching duties.
2. Education assistants shall work under the supervision of teachers, subject to the overall supervision of the school administrator. The teacher, to whom the education assistant is assigned, shall be responsible for designing, directing and supervising the education assistant's work.
3. Education assistants shall be employed to assist teachers in carrying out their duties and responsibilities as set out in the *School Act and Regulations*, such as:
  - a. assisting teachers in their instructional responsibilities and in the delivery of educational programs,
  - b. assisting teachers in maintaining student records, and
  - c. providing any other assistance deemed appropriate by the teacher to whom assistance is being provided.
4. Education assistants shall not assume primary responsibility for any such duty.
5. No teacher shall be laid off as the result of the employment of an education assistant.

## **ARTICLE A.23      CONTRACTING OUT**

Teaching duties performed by members of the bargaining unit as part of their regular duties and responsibilities shall continue to be performed only by members of the bargaining unit.

This Article does not preclude:

1. the contracting out of specialized services which are not available within the bargaining unit,
2. the employment of persons other than members of the bargaining unit, to provide services that relate to First Nations Education,
3. the use of visiting speakers or special mini units under the direction of a teacher, and
4. the use of community volunteers under the direction of a teacher.

## **ARTICLE A.24      PICKET LINE PROTECTION**

1. Loss of compensation will result when a teacher respects a picket line.
2. A teacher may refuse to cross a union picket line established at the teacher's place of employment. Should the Association be advised that the picket line is declared illegal, subsequent refusal to cross may result in discipline.

3. In the event of a labour dispute with another trade union, teachers agree to perform work or carry out duties they have normally performed. The Board agrees not to request teachers to perform any additional duties normally performed by those persons engaged in the labour dispute, nor to have teachers direct pupils to carry out such duties.

## **ARTICLE A.25 STAFF ORIENTATION**

Where the Board invites newly appointed teachers to an "Orientation Session" to acquaint them with the basic operation of the School District, the Association shall be given the opportunity at this session to acquaint them with information concerning the Association and the Collective Agreement.

## **ARTICLE A.26 ACCESS TO INFORMATION**

1. If not available on the District website, the Board agrees to provide the Association, upon request, the following:
  - a. Public information concerning the District's finances including Audited Financial Statements, School District Budgets, and Operating Grant calculations;
  - b. Agendas and minutes of all Open Board Meetings and attachments;
  - c. Non-confidential information pertinent to the processing of a grievance.
2. The Board agrees to provide the following to the Association:
  - a. Before November 30th of each year, a list of all teaching employees showing their names, addresses, telephone numbers, grid placement, seniority and assignments.
  - b. Copies of notices of all appointments, transfers, resignations, and retirements relating to employees covered by this agreement.
3. The Board agrees to advise the President of the Association of any teacher suspension, any teacher dismissal or any "less than satisfactory" evaluation contained in a report on a teacher which has been submitted to the Superintendent of Schools.

## **ARTICLE A.27 COPY OF AGREEMENT**

The Board agrees to provide fifteen (15) copies of the Agreement to the Association and post a copy of the Agreement on the district website within thirty (30) days of the execution of the Agreement by the parties.

## **ARTICLE A.28 LOCAL ASSOCIATION SCHOOL STAFF REPRESENTATIVES**

1. The Board recognizes one local Association Staff Representative at each school, elected in accordance with Association procedures and the Board shall be advised in writing of the names of these Staff Representatives.

2. Staff Representatives may use a school facility to conduct Association business, outside of instructional time, providing prior approval for space has been received from the school administrator. Use of facilities shall not be unreasonably denied.
3. Without loss of pay, a local Association school staff representative or an alternate local Association member shall, when so requested by a member, attend and, if further requested by the member, speak on the member's behalf at any meeting between that member and a school administrator or the Board.

## **ARTICLE A.29 STAFF COMMITTEES**

1. Each school shall have the right to establish a recognized staff committee whose size and membership shall be determined by the staff. The school administrator or designate shall be a member of the committee.
2. The staff committee can make recommendations to the school administration on any matters of concern to staff members. The school administration shall give thoughtful consideration to the recommendations of the staff committee.
3. In the event the school administration decides not to implement the recommendations of the staff committee, the reasons shall be provided to the school staff at a staff meeting.

## **ARTICLE A.30 ACCESS TO WORKSITE**

Local representatives of the Association shall have the right to transact Association business on school property and to utilize District facilities and equipment for Association business at no cost to the Board provided that such activities do not interfere with scheduled activities or teacher duties and prior approval has been obtained from the school administrator concerned.

## **ARTICLE A.31 BULLETIN BOARDS**

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards. These bulletin boards shall be provided in each staff room in each school building.

## **ARTICLE A.32 INTERNAL MAIL**

Where no operational difficulties are created and provided there is no cost to the Board, the Association may use the District delivery and communication services for communication to bargaining unit members.

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

### **ARTICLE B.1      SALARY**

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

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

## Local Provisions

### 7. Salary Grids

The following schools have been approved for the Remote & Rural Allowance pursuant to Letter of Understanding No. 5:

Gold Bridge Community School  
Sk'il Mountain Community School  
Cayoosh Elementary  
George M. Murray Elementary  
Lillooet Secondary  
Lytton Elementary  
Kumsheen Secondary

**School District No. 74 (Gold Trail)**  
**Gold Trail Teachers' Association Salary Grid**  
**Effective July 1, 2019 – June 30, 2020 (2% increase)**

Step		Cat 4		Cat 5		Cat 5+		Cat 6
0		\$ 47,892		\$ 53,004		\$ 56,656		\$ 57,939
1		\$ 50,457		\$ 56,080		\$ 59,961		\$ 61,325
2		\$ 53,023		\$ 59,154		\$ 63,267		\$ 64,712
3		\$ 55,588		\$ 62,228		\$ 66,572		\$ 68,099
4		\$ 58,152		\$ 65,302		\$ 69,878		\$ 71,486
5		\$ 60,718		\$ 68,379		\$ 73,184		\$ 74,873
6		\$ 63,282		\$ 71,737		\$ 76,564		\$ 78,260
7		\$ 66,004		\$ 75,366		\$ 80,234		\$ 81,944
8		\$ 69,017		\$ 79,007		\$ 84,154		\$ 85,963
9		\$ 73,107		\$ 83,097		\$ 88,998		\$ 91,073

Note: Effective July 1, 2019, the remote and rural allowance is \$2,570 pursuant to Letter of Understanding No. 5.

**School District No. 74 (Gold Trail)**  
**Gold Trail Teachers' Association Salary Grid**  
**Effective July 1, 2020 – June 30, 2021 (2% increase)**

Step		Cat 4		Cat 5		Cat 5+		Cat 6
0		\$ 48,850		\$ 54,064		\$ 57,789		\$ 59,098
1		\$ 51,467		\$ 57,201		\$ 61,160		\$ 62,552
2		\$ 54,083		\$ 60,337		\$ 64,532		\$ 66,006
3		\$ 56,700		\$ 63,473		\$ 67,904		\$ 69,461
4		\$ 59,315		\$ 66,608		\$ 71,276		\$ 72,915
5		\$ 61,932		\$ 69,746		\$ 74,648		\$ 76,371
6		\$ 64,547		\$ 73,171		\$ 78,096		\$ 79,825
7		\$ 67,324		\$ 76,873		\$ 81,839		\$ 83,583
8		\$ 70,398		\$ 80,587		\$ 85,837		\$ 87,682
9		\$ 75,301		\$ 85,590		\$ 91,668		\$ 93,805

Note: Effective July 1, 2020, the remote and rural allowance is \$2,622 pursuant to Letter of Understanding No. 5.

**School District No. 74 (Gold Trail)**  
**Gold Trail Teachers' Association Salary Grid**  
**Effective July 1, 2021 – June 30, 2022 (2% increase)**

Step		Cat 4		Cat 5		Cat 5+		Cat 6
0		\$ 49,827		\$ 55,146		\$ 58,945		\$ 60,280
1		\$ 52,496		\$ 58,345		\$ 62,383		\$ 63,803
2		\$ 55,165		\$ 61,544		\$ 65,822		\$ 67,326
3		\$ 57,834		\$ 64,742		\$ 69,262		\$ 70,850
4		\$ 60,502		\$ 67,941		\$ 72,701		\$ 74,374
5		\$ 63,171		\$ 71,141		\$ 76,141		\$ 77,898
6		\$ 65,838		\$ 74,635		\$ 79,657		\$ 81,421
7		\$ 68,671		\$ 78,411		\$ 83,476		\$ 85,254
8		\$ 71,806		\$ 82,199		\$ 87,554		\$ 89,435
9		\$ 76,807		\$ 87,302		\$ 93,501		\$ 95,681

Note: Effective July 1, 2021, the remote and rural allowance is \$2,674 pursuant to Letter of Understanding No. 5.

8. No teacher presently on staff shall by reason only of the implementation of this Agreement, receive a salary and benefits as described in Article B.11 (Benefits) less than they are at present receiving

## **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**

(See also Article C.23 "Teacher Teaching on Call Hiring Practices" and Letter of Understanding)

7. Call-Out
  - a. 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.
  - b. A teacher teaching on call assigned to a school for the morning session and utilized for only a portion of the morning session shall be paid for three-fifths (3/5th) of a day.
  - c. A teacher teaching on call assigned to a school for the afternoon session and utilized for only a portion of the afternoon session shall be paid for two-fifths (2/5th) of a day.
  - d. Where a school's timetable is such that the morning and afternoon sessions are of equal length, a teacher teaching on call assigned to a school for either a morning session or part thereof or an afternoon session or part thereof shall be paid for one-half (1/2) of a day.



- e. A teacher teaching on call assigned to a First Year Primary class and utilized for only a portion of the session shall be paid for one-half (1/2) of a day.
  - f. Should a part-time teacher be assigned as teacher teaching on call, the minimum callout provisions of this Article shall not apply if the part-time teacher's normal assignment occurs during the same morning or afternoon session as the teacher teaching on call assignment.
8. Payment and Benefits
- a. Vacation pay is included in the above rates.
  - b. Observance of a non-instructional day shall not be considered an interruption in assignment.
  - c. In the event that the assignment of a teacher teaching on call is interrupted by the return of a teacher who subsequently is absent within two (2) working days, and if the teacher teaching on call is reassigned, the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.
  - d. The Board shall pay each teacher teaching on call wages earned on a bi-monthly basis.
9. Non-Instructional Days
- a. Non-instructional days occurring during an assignment of five (5) days or less shall count as a day of work if the teacher teaching on call is required to work on that day by an school administrator of the Board.
  - b. Non-instructional days occurring during an assignment of six (6) days or more shall count as a day of work.

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

**PCA Article B.3 does not apply in School District No. 74 (Gold Trail)**

### **ARTICLE B.4 EI REBATE**

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

## **ARTICLE B.5            REGISTERED RETIREMENT SAVINGS PLAN**

1. In this Article:
  - a. “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
  - b. “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
  - a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days’ written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.

11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

## **ARTICLE B.6        SALARY INDEMNITY PLAN ALLOWANCE**

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

## **ARTICLE B.7        REIMBURSEMENT FOR PERSONAL PROPERTY LOSS**

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

## **ARTICLE B.8        OPTIONAL TWELVE-MONTH PAY PLAN**

**PCA Article B.8.1 through B.8.10 are not applicable in SD No. 74 (Gold Trail). See B.9.4**

## **ARTICLE B.9        PAY PERIODS**

**PCA Article B.9.1 through B.9.3 are not applicable in SD. No. 74 (Gold Trail).**

### **Local Provisions**

4. Teachers shall be paid in ten (10) equal monthly instalments except where a teacher requests being paid in twelve (12) equal monthly instalments. Teachers shall receive a mid-month advance of thirty (30) percent of their gross monthly salary.
5. The month end payment will be made on the last business day of the month with the mid-month advance on the last business day prior to the sixteenth (16th) day of the month.
6. Mid-month advances and month-end salary payments will be by direct deposit to a bank branch of the teacher's choice.
7. Choice of Bank Accounts

The Board shall deposit salary payments at the bank or credit union of the teacher's choice, provided that this does not require delivery of the bank deposit to the branch of that bank or credit union nearest to the Board Office any more than three business days prior to pay day.

## **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:

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

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

**PCA Article B.10.4 is not applicable in SD. No. 74 (Gold Trail).**

## Local Provisions

### 5. Hospital and Homebound Programs – Travel Time.

When a teacher-teaching-on-call is assigned to a student who resides more than fifteen (15) kilometres from the nearest school, the teacher-teaching-on-call's hours of work will include the travel time from the nearest school to the student's residence and the teacher-teaching-on-call may claim mileage allowance in accordance with this article.

*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

[See also Article B.23 "Part Time Teacher Pay and Benefits"]

### 5. Medical

It is agreed that each teacher participating in the *Medical Services Plan of BC* will pay fifty (50) percent of the premium through payroll deduction and the Board will pay the remaining fifty (50) percent.

### 6. Extended Health Benefits

The Board will pay one hundred (100) percent of the premium for each teacher participating in the *Provincial Extended Health Benefit Plan*.

### 7. Dental

The Board will pay one hundred (100) percent of the premium for each teacher participating in a *Medical Services Association Dental Plan* that offers one hundred (100) percent coverage for Plan "A" services, seventy-five (75) percent coverage for Plan "B" services, and fifty (50) percent coverage for Plan "C" services (dependent children only)

with a lifetime maximum, per child, for Plan C of \$2,000.00). Effective July 1, 2015, orthodontic services coverage is 75% and the lifetime maximum is \$5,000.

It shall be a condition of employment for each teacher new to the District on or after January 1st, 1978, to participate in the Dental Plan.

8. Group Life

It is agreed that the Board will pay the full premiums for each teacher participating in the BCSTA/BCTF Improved Group Life Insurance Plan, participation in which is a condition of employment for all teachers employed after December 31, 1974.

9. Long Term Salary Indemnity Plan

Premiums for the BCTF Long Term Salary Indemnity Plan will be deducted from each teacher's monthly salary and remitted monthly to the BCTF.

10. Employee and Family Assistance Plan

- a. The Board and the Association agree to participate in an Employee Assistance Plan to be administered by Morneau Shepell.
- b. The Board and the Association shall each pay 50% of any fees payable to Morneau Shepell except that the Association's portion shall not exceed Fifteen dollars (\$15.00) per teacher per annum plus a flat fee of Seven Hundred and Fifty dollars (\$750.00) per annum.

11. BCTF Optional Term Life Insurance Plan

Upon written authorization of a teacher, the Board will deduct and remit monthly premiums for the BCTF Optional Term Life Insurance Plan.

12. Benefits During Leave of Absence

Where a teacher is on medical leave of absence, following the termination of sick leave, as outlined in Article G.21. of this agreement, the Board will continue to pay its share of the cost of premiums during the period the teacher is in receipt of BCTF Salary Indemnity Plan (Short Term) benefits and, where necessary, a further period of one calendar year where the teacher is in receipt of benefits from the BCTF Salary Indemnity Plan (Long Term) for each of the plans the teacher was a participant in at the time the absence began.

13. New Teachers - Application and Enrolment for Benefits

The Board shall provide each new teacher with an application or enrolment 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 enrolment form must be so noted by the teacher and kept on file at the Board Office.

14. Benefit Coverage

- a. Benefit coverage shall extend to the end of the next month following the payment of the monthly premium. For teachers paid in ten (10) monthly instalments, any employee contribution to premium for August and September will be deducted from the teacher's September salary. For teachers paid in twelve (12) monthly instalments, any employee contribution to premiums shall be deducted monthly.
- b. Benefit coverage for new teachers shall commence on the first day of employment. To provide this coverage, two monthly premiums are required at the end of the first month of employment and where applicable, all applicable premium contribution will be deducted from the teacher's salary.

15. Teachers' Pension Plan

The Board shall advise all teachers, including certificated teachers teaching on call and teachers who are engaged in a half time capacity or more, that it is a condition of employment to contribute to the Teachers' Pension Plan. The Board shall ensure that the appropriate deductions are made and remitted to the Superannuation Commission.

16. Statement of Accumulated Sick Leave

The Board shall advise each employee in writing at the end of each month of their accumulated sick leave.

17. The Board will advise each new teacher, by the end of the first four weeks of employment, of those benefit plans available to their, the amount of the monthly premium for those plans and of those plans in which the teacher is enrolled.

A similar advice shall be provided to all teachers employed by the Board at least annually.

18. Continuation of Benefits

- a. A teacher on an extended leave of absence shall be entitled to continued benefit coverage by making payment to the Board for their share and the Board's share of the premiums of the benefit plan.
- b. Provided it is permitted by the Pensions (Teacher) Act or other relative legislation, teachers who move from full time employment to part time employment shall be considered to be on leave of absence for the difference between their assignment and a full time assignment. This consideration shall be solely for the purpose of enabling the teacher to purchase pensionable service to provide for a full year pension credit and shall not entitle the teacher to any other rights or benefits provided to teachers on leave of absence.

## **ARTICLE B.12      CATEGORY 5+**

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

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

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



## **ARTICLE B.20      PLACEMENT ON THE SCHEDULE**

### **1.      General**

- a.      Except as otherwise specifically provided in the terms of this Agreement, the basic annual salary of each Teacher in this District shall be determined by the application of the above schedule, in accordance with their categorization of certification as determined by the Provincial Teacher Qualifications Service and taking into account total teaching experience as determined below.
- b.      At the time of appointment, the Board shall advise the teacher, in writing, of the documentation required to establish initial scale placement, the requirement to advise the Board if any delay is expected in meeting the deadlines and the procedures for redesignation and appeal of any decision with respect to scale placement.
- c.      Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within three (3) months of commencement of employment or change in categorization or certification. The teacher shall be responsible for advising the Board, in writing, if delays which occur in obtaining the documentation necessitate an extension of the time limits.
- d.      The Board shall not unreasonably refuse a request for extension of the time limits, to a maximum of six months. The Board shall advise the teacher in writing when any documentation has not been received and shall pursue the matter with the teacher.
- e.      The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.

### **2.      Recognition of Experience**

- a.      All teaching experience in government inspected schools shall be recognized and credited for placement on the salary schedule. Additionally, teachers with experience outside of teaching in a field or fields related closely to the main subjects of their courses may be credited with not more than five (5) years of experience, but in no event shall their salary exceed the maximum of the certificate classification on which they are paid.
- b.
  - i.      Full time teachers working ten (10) months per school year will be granted one (1) year's experience for increment purposes.
  - ii.     Definition of Experience
    - (1)     Full time teachers working less than ten (10) months but more than eight (8) months in one school year will be granted one (1) year's experience for increment purposes. Eight (8) months of full time experience or its equivalent, as defined in subsections b. and c. shall constitute a year's experience for increment purposes.

- (2) Substitute teaching by certified teachers teaching on call shall accumulate experience credit, with twenty (20) days of substitute teaching equalling one month of experience.
    - (3) Periods of part time teaching, substitute teaching and teacher appointments of less than eight (8) months shall be added together for accumulation of years of experience credit for increment purposes.
  - iii. Teaching and related experience shall be credited for service in:
    - (1) Provincial Government Schools or similar Provincial institutions.
    - (2) Department of National Defence Schools.
    - (3) A school while on an approved exchange.
    - (4) Teaching service with Canadian Universities Service Overseas or the Canadian International Development Agency.
    - (5) Other teaching or administrative experience which is similar to that of experience gained in a school mentioned above.
  - iv. Experience credit shall be earned for:
    - (1) Secondment to the Association, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation.
    - (2) Secondment to the Ministry of Education.
    - (3) Service as a member of a Faculty of Education recognized by the Ministry of Education for certification purposes.
    - (4) Secondment to the Teacher Regulation Branch.
    - (5) Trade, technical, or work experience pursuant to Article B.20.1 of this agreement.
    - (6) Absence while on paid statutory sick leave, extended sick leave or WorkSafe BC leave.
    - (7) Absence while on maternity leave.
  - v. Nothing in this Article shall entitle a teacher to more than one (1) salary increment per annum.
- 3.
  - a. Increments will be effective on the 1st of the month following entitlement.
  - b. Where the status of a teacher changes from full-time to part-time or vice versa, subsequent increment dates shall be determined jointly by the President of the Association and the Secretary-Treasurer.

4. Salary Grid Placement Committee

- a.
  - i. A joint Salary Grid Placement Committee shall be established consisting of two members of the Association and two members, not including the Superintendent of Schools, chosen by the Board. It may consider all problems related to Salary Grid placement.
  - ii. In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply in writing to the Salary Grid Placement Committee which may make a recommendation to the Superintendent of Schools for their consideration. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in Article A.6.1 (Grievance Procedure) of this contract will apply.

**ARTICLE B.21 PART MONTH PAYMENTS AND DEDUCTIONS**

1. The rate of deduction for a day without pay shall be defined as 1/195th of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 (except those teachers choosing the twelve month payment plan shall be paid 1/12) of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
3. For purposes of the above clause, any prescribed day on which the teacher is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by this Agreement (or statutes) in respect of such leave of absence shall be made from the monthly payment required in that Article.
4. In the event that a teacher commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment for that month shall be the greater of the following amounts.
  - a. 1/19.5 of regular monthly salary for each day taught; or
  - b. full regular monthly salary less 1/19.5 of the salary for each day not taught, but in any event the monthly salary shall not exceed 1/10 of the annual salary.

**ARTICLE B.22 PART-TIME TEACHER'S PAY AND BENEFITS**

1. Definition

A part-time teacher is a teacher on a continuing or term certain appointment employed on a less than full-time basis.

2. Salary

Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of the instructional day worked.

3. Benefits

- a. Part-time teachers employed on a 0.5 FTE or greater basis shall be eligible to participate in all benefit plans. The Board shall contribute toward the premium of all applicable plans as if the teacher was on full-time employment.
- b. Part time teachers employed less than 0.5 FTE may elect to participate in all benefit plans but the Board's contribution to the benefit premiums shall be pro-rated on the same basis as their appointment.

**ARTICLE B.23 DEATH BENEFITS**

**(See also B.29 "Retirement and Death Benefits" for LTA members as at June 30, 1997)**

1. In the event of the death of a teacher who, at the time of death has been employed by the Board continuously for six (6) months, the Board shall pay two (2) months' salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the Board.
2. In addition to the payment in Section B.23.1, the Board will also pay one (1) additional month's salary for any employee who has been in the service of the Board for more than ten (10) years.
3. Provided the carrier agrees, the Board shall continue to provide the medical, extended health, and dental benefits, maintained by the teacher at the time of death, for a period of six (6) months after the death of the teacher. The dependants shall be notified in writing of the terms of this provision when severance and other benefits are paid.

**ARTICLE B.24 POSITIONS OF SPECIAL RESPONSIBILITY**

In addition to the amount determined in accordance with the schedule of basic salaries, the salary of each teacher appointed to a position of added responsibility shall include an allowance calculated in accordance with the appropriate paragraph hereunder:

1. The administrative allowances for the following positions are:
  - i. Teacher designated as a Department Head

Effective July 1, 2019	\$3,145.75
Effective July 1, 2020	\$3,208.67
Effective July 1, 2021	\$3,272.84

ii. Administrative Assistant

Effective July 1, 2019	\$4,278.22
Effective July 1, 2020	\$4,363.78
Effective July 1, 2021	\$4,451.06

iii. Head Teacher Allowance

Effective July 1, 2019	\$4,278.22
Effective July 1, 2020	\$4,363.78
Effective July 1, 2021	\$4,451.06

iv. Primary Coordinator

Effective July 1, 2019	\$2,516.61
Effective July 1, 2020	\$2,566.94
Effective July 1, 2021	\$2,618.28

v. Intermediate Coordinator

Effective July 1, 2019	\$2,516.61
Effective July 1, 2020	\$2,566.94
Effective July 1, 2021	\$2,618.28

vi. Coordinator of Special Services

Effective July 1, 2019	\$3,145.75
Effective July 1, 2020	\$3,208.67
Effective July 1, 2021	\$3,272.84

vii. District Educational Technology Coordinator

Effective July 1, 2019	\$3,145.75
Effective July 1, 2020	\$3,208.67
Effective July 1, 2021	\$3,272.84

2. Any teacher requested to become a Principal Designate due to the unavailability of the school administrator shall receive a per diem rate based on the following:

i. Day

Effective July 1, 2019	\$62.91
Effective July 1, 2020	\$64.17
Effective July 1, 2021	\$65.46

ii. Half Day

Effective July 1, 2019	\$31.46
Effective July 1, 2020	\$32.09
Effective July 1, 2021	\$32.73

## **ARTICLE B.25 NEW POSITIONS**

Whenever a new position covered by this Agreement is created, other than a teaching assignment, the allowance for this position shall be negotiated between the Board and the Association. These negotiations shall be, whenever possible, prior to the position being filled.

## **ARTICLE B.26 FIRST AID ALLOWANCE**

The Board shall pay an allowance of \$754.97 per annum to a teacher appointed as a first aid attendant.

If the teacher so appointed holds a current Industrial First Aid ticket they shall be paid an additional allowance of \$754.97 per annum. The Board will pay for required course fees if prior approval has been granted and upon successful completion of the course. It will be the responsibility of the teacher to apply for the approval, reimbursement, provide proof of payment and proof of successful completion of the course.

First Aid Attendant:

Effective July 1, 2019	\$754.97
Effective July 1, 2020	\$770.07
Effective July 1, 2021	\$785.47

Industrial First Aid ticket:

Effective July 1, 2019	\$754.97
Effective July 1, 2020	\$770.07
Effective July 1, 2021	\$785.47

## **ARTICLE B.27      PAYMENT FOR WORK BEYOND REGULAR WORK YEAR**

(See also Article D.20.3 "Regular Work Year")

1. The teacher may elect to take compensatory time in lieu of salary. The scheduling of compensatory time shall be determined by the school administrator.
2. If the work requested requires that the teacher travel more than twenty kilometres (20km) from their normal work site, they shall be reimbursed for travelling costs, accommodation, meals and other expenses incurred in accordance with the provisions of Article B.10.

## **ARTICLE B.28      SUMMER SCHOOL AND NIGHT SCHOOL PAYMENT**

When a summer school or night school program leading to Grade 12 graduation necessitates the employment of a certified teacher and that teacher is currently employed by School District No. 74, then that teacher will receive one one-thousandth (1/1000th) of their regular annual salary for each hour of instruction.

## **ARTICLE B.29      RETIREMENT AND DEATH BENEFITS (For LTA members as at June 30, 1997 only)**

1. The benefit shall be payment for one-half of the employee's accumulated sick leave.
2. Sick leave for purposes of this policy shall be limited to 216 days, notwithstanding limitations set by the *School Act*.
3. The benefit will be paid only if retirement is at age 55 or later or if retirement is up to 5 years earlier, said benefit is to be paid only at age 55.
4. In the event of death while in service, said benefit will be paid to the estate of the employee.
5. Payment is to be 1/20 of the FTE monthly salary at retirement or death for each day of eligibility.

## **ARTICLE B.30      ISOLATION ALLOWANCE**

**(For LTA members as at June 30, 1997 only)**

Teachers assigned to schools outside the greater Lillooet area shall be paid an allowance per annum (*i.e. the former Bridge River Elementary, and Gold Bridge Elementary*).

Effective July 1, 2019	\$1,248.24
Effective July 1, 2020	\$1,273.20
Effective July 1, 2021	\$1,298.66

## **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**

### **7. Underlying Principle**

This Article applies only to employees on a continuing or probationary appointment. The Board and the Association agree that increased length of service in the employment of the Board entitles all employees covered by this agreement to a commensurate increase in security of employment. When the Board determines that it is necessary to terminate the appointment of any employee, the employees to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.

### **8. Definition of Seniority**

- a. In this Article, seniority means an employee's aggregate length of service in the employment of the Board, inclusive of service under term certain appointments, teacher teaching on call assignments and part-time teaching. To calculate the seniority for part-time employees, the hours worked annually will be accumulated, divided by five (5), and by the number of school days established for the year, with the answer expressed in years or a fraction thereof.

- b. In addition to the provisions of Article C.2.8.a, the seniority for an employee on a continuing contract shall include:
  - i. Teacher teaching on call seniority accumulated pursuant to PCA Article C.2.3; and
  - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.
- c. When the seniority of two or more employees is equal pursuant Article C.2.8.a and C.2.8.b, the employee with the greatest continuous present employment with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two or more employees is equal pursuant Article C.2.8.c, the employee with the greatest aggregate length of service with another School authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two or more employees is equal pursuant Article C.2.8.d, the employee with the greatest number of days on a term certain appointment with the District shall be deemed to have the greatest seniority.
- f. For the purposes of this Article, leaves of absence in excess of one month shall not count toward aggregate length of service with this Board, except:
  - i. maternity leave;
  - ii. educational leave;
  - iii. leave for duties of the Association or British Columbia Teachers' Federation;
  - iv. secondment to the Ministry of Education, Faculty of Education, or pursuant to a recognized teacher exchange program;
  - v. long-term sick leave;
  - vi. leave for teaching with the Department of National Defense or Canadian University Service Overseas;
  - vii. parenthood leave. [Employees granted leave under the provisions of Article G.26 "Long Term Personal Leave" for parenthood purposes (as identified upon application by the employee) will be considered to have been granted "parenthood leave".]
  - viii. Compassionate Care Leave pursuant to G.2
- g. For the purposes of this Article, continuity of service shall be deemed not to have been broken by termination and re-engagement pursuant to this Article.

9. Seniority List

The Board shall, by November 1st of each year, forward to the Association, a list of all employees employed by the Board, in order of seniority calculated according to C.2.8 setting out the length of seniority as of September 1st of that year.

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

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

### **ARTICLE C.4 TTOC EMPLOYMENT**

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

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

### **ARTICLE C.20 LAYOFF, RECALL, AND SEVERANCE**

1. Definitions of Qualifications
  - a. In this Agreement, "necessary qualifications", in respect of a teaching position means a reasonable expectation by the Superintendent of Schools or their delegate, based on the certification, training, education, capability or experience of a teacher that that teacher will be able to perform the duties of the position in a satisfactory manner following a period of familiarization of three (3) months.
  - b. The Board or their designate shall have sole authority to determine qualifications subject only to the Appeal Procedure.
2. Security of Employment Based on Seniority and Qualifications
  - a. When, for bona fide educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the District shall be those who have

the greatest seniority, provided that they possess the necessary qualifications for the positions available.

- b. The Board and the Association agree that the Board may, to implement the provisions of Article C.20.2.a, transfer a teacher to a different position or different school. It is further agreed that any reasonable transfer in good faith for such purpose shall not be subject to any other provision of this Agreement otherwise dealing with transfers.
- c. Nothing in paragraph Article C.20.2.a or C.20.2.b shall be taken to require the Board to transfer a teacher with greater seniority for the purpose of retaining on staff a teacher with less seniority than that teacher.
- d. The Board shall give each teacher it intends to terminate pursuant to this Article at least sixty (60) days notice in writing, such notice to be effective at the end of the school term (i.e. December 31st or June 30th, or in a school on a semester system, January 31st), and to contain the reason for termination, and a list of the teaching positions, if any, in respect to which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Association. The requirement that the effective date of the notice be at the end of a school term does not apply where the Board makes an appointment to a position which is temporarily vacant due to leave of absence and which the Board reasonably believes will cease to be vacant at a time other than the end of the school term.

### 3. Teachers' Rights to Re-Engagement

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provisions of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to this Article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Article.
- b. A teacher who is offered re-engagement pursuant to Article C.20.3.a shall inform the Board whether or not the offer is accepted, within five (5) working days of the receipt of such offer.
- c. The Board shall allow ten (10) days from an acceptance of an offer under Article C.20.3.b for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer such longer period shall be allowed to a maximum of thirty (30) calendar days. In special circumstances the Board may consider an extension of the thirty (30) calendar days maximum.

- d. A teacher's right to re-engagement under this Article is lost:
  - i. if the teacher elects to receive severance pay under Article C.20.7, or
  - ii. if the teacher refuses to accept two positions, one of those positions being in the teacher's home community unless the teacher has previously indicated a desire to change schools, for which they possesses the necessary qualifications, or
  - iii. three years elapse from the date of termination under this Article and the teacher has not been re-engaged.
- e. Upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the District if they held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Agreement.

#### 4. Recall List

- a. The Board shall maintain a recall list. Copies of the list will be sent to each person on the list and the Association once during the fall and once during the spring term each year.
- b. Teachers on the recall list will be responsible for advising the office of the Superintendent of Schools of any changes of address or telephone number to ensure they can be contacted readily; and of any change in their qualifications to ensure they are considered for vacancies which might arise.

#### 5. Sick Leave

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

#### 6. Benefits

A teacher who retains rights of recall pursuant to Article C.20.3 above shall be entitled, if otherwise eligible to maintain participation in all benefits provided by Agreement, provided such participation is not prohibited by the carrier. For the first two months following the date of lay-off, the Board shall contribute toward the premium of all applicable plans as if the teacher were employed; thereafter, the full cost of these benefits shall be paid by the teacher.

#### 7. Severance Pay

- a. A teacher on a continuing appointment who has one or more years of continuous employment and who was terminated in accordance with the provisions of Article C.20 will elect in writing, within fourteen (14) months of the termination date, to receive severance pay or be placed on the recall list.

- b. Severance pay shall be calculated at the rate of five (5) percent of one year's salary for each year of service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of their termination.
- c. The teacher may choose to receive severance pay in one lump sum within thirty (30) days of electing for severance pay or in instalments over a period not to exceed eighteen (18) months.
- d. A teacher who receives severance pay pursuant to this Article and who is subsequently re-hired by the Board, shall retain any payment made under the terms of this Section and the calculation of years of service for determining subsequent severance pay shall commence with the date of such re-hiring.

## 8. Appeal Process

- a. Where a difference arises between the parties relating to the interpretation and application of the "Layoff/Recall" provisions of this Agreement or where an employee has a grievance on the grounds of reasonableness and in good faith arising from:
  - i. severance of employment, or
  - ii. interpretation of qualifications, or
  - iii. the effect of re-engagement arising from the "Layoff/Recall" provisions of this Agreement, or
  - iv. the application of the severance pay provisions of this Agreement, or
  - v. any other matter arising from this "Layoff/Recall" Agreement deemed by the Appeal Committee to be in dispute

the question shall be referred to an Appeal Committee composed of two Trustees and two members of the Association. This appeal must be within five (5) days of the alleged dispute.

- b. The Appeal Committee must meet within five (5) days of receiving a request for appeal. After hearing the appeal, the Appeal Committee must make a decision within forty-eight (48) hours. A majority decision made by the Appeal Committee shall be final and binding on both parties.
- c. In the event that no majority decision is reached by the Appeal Committee, the matter shall be referred to arbitration pursuant to Article A.6 (Grievance Procedure) of this Agreement.

## 9. Retraining

- a. Upon written notification within twelve (12) months of the receipt of termination under this Article (Layoff/Recall), an employee shall be entitled to extend the provisions of recall for the purpose of retraining to qualify for another position with the Board. The program of retraining shall be mutually agreeable to the teacher

and the Board and will not exceed one (1) year except as agreed beforehand. It is understood that retraining shall be at no cost to the Board. In the event that the employee elects to retrain pursuant to this Article, the Board shall amend the effective date of the termination notice to coincide with the beginning of the school term which next follows the expiry of the period of leave, or of any extension thereof.

- b. The employee, after retraining, shall be entitled to be assigned to a position that is vacant, provided they possesses the necessary qualifications.
- c. An employee accepting a position in this circumstance shall be evaluated as a first year employee. Should the teacher be placed on probation in this circumstance, the teacher shall be entitled to return to the recall list and regain full rights to a position as outlined in this Article.

## **ARTICLE C.21 EMPLOYMENT ON A CONTINUING CONTRACT**

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

- 1. term certain appointments made in accordance with Article C.22 and subject to the provisions of this Agreement;
- 2. probationary appointments made in accordance with Article C.24 and subject to the provisions of this Agreement; and
- 3. teachers teaching on call, subject to the provisions of this Agreement.

## **ARTICLE C.22 TERM CERTAIN TEACHERS' EMPLOYMENT**

- 1. The Board shall appoint teachers on term certain contracts pursuant to Article C.21 (Employment on a Continuing Contract) subject to the following:
  - a. The teacher shall be advised in writing that it is a term certain appointment, specifying the period of its duration.
  - b. Term certain appointments shall be made for a period not exceeding one year, to any position temporarily existing or temporarily vacant; or for a period not exceeding the remainder of the existing school year, to any position which has become vacant during a school year.
- 2. At the expiration of the period specified in the term certain appointment, the term certain appointment shall be deemed to be terminated.
- 3. The Board agrees to provide to the Association no later than October 1 in any school year, a list of teachers hired on term certain contract for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.

4. The number of term certain contracts will not exceed the number of positions temporarily existing or temporarily vacant.

## **ARTICLE C.23      TEACHER TEACHING ON CALL HIRING PRACTICES**

### **1.      Teacher Teaching on Call List**

- a.      The Board shall maintain a list of persons who are certified and have been placed on the list of teachers teaching on call. The Board shall forward a copy of such a list to the Association in the month of September, and in the month of January in each school year.
- b.      The Board shall not remove a certified teacher from the teachers teaching on call list, save for just and reasonable cause or less than satisfactory performance.

### **2.      Appointment of Teachers Teaching on Call**

- a.      In appointing teachers teaching on call, the Board shall, pursuant to Section 19 of the *School Act*, select a person on the list qualified for the assignment who possesses a valid BC Teaching Certificate, in preference to a person not possessing such a certificate.
- b.      The Board may appoint persons not on the list to an on call teaching assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.

### **3.      Continuation of Assignments**

The teacher teaching on call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns unless specialist skills are necessary due to the assignment or the performance of the teacher teaching on call is less than satisfactory.

## **ARTICLE C.24      PROBATIONARY APPOINTMENTS**

1.      Subject always to Article C.25.1, the Board may, during the first nine months of a teacher's continuing appointment with the Board, exclusive of:

- a.      any leave of absence during or extending beyond those months; and
- b.      the months of July and August;

terminate the teacher's continuing appointment and place the teacher on a probationary appointment.

2.      If a teacher is placed on a probationary appointment in accordance with this Article, the Board shall give the teacher written notice. A notice to place a continuing teacher on a probationary appointment shall only be given after consideration of two (2) less than satisfactory reports issued by one (1) of the Superintendent of Schools, the Assistant Superintendent of Schools or school administrator (Principal, Vice-Principal or Director



of Instruction). The second report shall not be written within a period of less than thirty (30) days of the first report. A plan of assistance shall have been in effect for at least thirty (30) days prior to the writing of any less than satisfactory report on a teacher during their first nine (9) months of employment.

3. After a third less than satisfactory report, the Board may terminate a teacher on a probationary appointment by giving thirty (30) days' notice in writing of the termination provided that the notice shall not be given during the first thirty (30) days of the probationary appointment, and that there shall be at least twenty (20) teaching days included in the notice period. The third report shall be written by a second evaluator. The notice of termination shall not be given until all evaluation reports prepared by the Superintendent of Schools, the Assistant Superintendent of Schools or a school administrator (Principal, Vice-Principal or Director of Instruction) have been considered by the Board.
4. Unless a teacher on a probationary appointment is terminated in accordance with Article C.24.3 above, the probationary appointment made pursuant to this Section shall be effective until:
  - a. The Board, not less than six (6) calendar months following the placement of the teacher on a probationary appointment rescinds the probationary appointment; or
  - b. June 30th in the year immediately following the school year in which the probationary appointment is made;

whichever occurs earlier and thereafter shall become a continuing appointment.

5. An employee in their first year, who, during the first nine (9) months of continuing employment (exclusive of leaves of absence or the months of July and August), is placed on a probationary appointment shall be entitled to an evaluation report on the learning situation under their charge prior to dismissal or prior to reinstatement to a continuing appointment.

## **ARTICLE C.25      DISCIPLINE, SUSPENSION, DISMISSAL: JUST & REASONABLE CAUSE**

1. Subject to the provisions of Article C.24 (Probationary Appointments), the Board shall not discipline or dismiss any employee covered by this Agreement save and except for just and reasonable cause.
2. Where a representative of the Board determines that an employee shall be formally investigated for any cause, both the employee and the Association President shall be advised promptly in writing unless grounds exist for concluding that such notification would prejudice the investigation. In any event, the employee shall be notified at the earliest reasonable time and before any disciplinary action is taken by the Board. This notification shall include advice to the employee of their right to be accompanied by a representative of the Association at any meeting in connection with such investigation.
3. The Board shall not suspend (other than a suspension to which Section 15(5), 15(6) and 15(7) of the *School Act* applies) or dismiss any person bound by this Agreement who is

employed under a continuing appointment unless it has, prior to taking such action, held a meeting of representatives of the Board with the employee entitled to be present, in respect which:

- a. for purposes of the meeting at which a dismissal is to be considered, the representatives of the Board shall include a minimum of three (3) trustees;
- b. the employee and the Association shall be given seventy-two (72) hours notice;
- c. at the time such notice is given, the employee and the Association shall be given a statement in writing of the grounds of the contemplated action and all available supporting evidential documents that will be considered by the Board at the meeting. Any additional evidential documentation that subsequently becomes available and that may be used by the Board in its deliberations, shall be made available to the teacher at the earliest opportunity;
- d. the teacher shall be entitled to file a written reply to the allegations prior to that meeting. At the meeting the teacher shall be entitled to be accompanied by a member of the Association and/or an advocate appointed by the Association.

The teacher and their representative shall be entitled to hear all the evidence presented to the Board;

- e. receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board.
4. Where an employee is suspended under Section 15(5) of the *School Act*, the Board shall, prior to taking further action under Section 15 (7) of the *School Act* hold a meeting in accordance with the provisions of Article C.25.3 above, unless the right to such meeting is waived by the Association.
  5. Where an employee is disciplined in any way, suspended or dismissed, no official information in respect of the suspension or dismissal shall be released to the public or the media except by joint release agreed upon by officials of the Board and the Association unless there are compelling reasons that make the application of this clause inappropriate.
  6. Notwithstanding Article A.6 (Grievance Procedure), where a teacher has been suspended or dismissed pursuant to this Article, the Association shall have the option of referring the matter directly to Arbitration.
  7. At an arbitration in respect of the discipline or dismissal of a teacher, no material from the employee's file may be presented unless the material was brought to the employee's attention and no material from the employee's file may be presented when that material has been removed from the file pursuant to Article E.24 (Personnel Files).
  8. Conduct of a teacher in non-school hours, off school premises and which is not in connection with the employment duties of the teacher, shall not be grounds for any form of discipline, unless such conduct impairs the teacher's ability to perform assigned teacher duties.

## **ARTICLE C.26      DISMISSAL FOR LESS THAN SATISFACTORY PERFORMANCE**

An employee on a continuing contract shall not be dismissed for less than satisfactory performance unless:

1. three (3) successive reports issued pursuant to Article E.21 (Evaluation and Professional Growth), indicate that the learning situation under their charge is less than satisfactory;
2. the reports leading to dismissal are written by at least two (2) different evaluators, one of whom shall be a Superintendent of Schools or Assistant Superintendent of Schools. The other reports shall be written by a Principal, Vice Principal, Director of Instruction, Assistant Superintendent of Schools or Superintendent of Schools;
3. Where a teacher has received two (2) less than satisfactory reports, the evaluator who will conduct the third evaluation shall be selected by agreement between the Board and the teacher. If agreement cannot be reached, the Board shall determine the third evaluator.
4. the reports are written within a period of not less than twelve (12) months and not more than twenty-four (24) months, excluding time off due to illness, leave or retraining;
5. where the Board terminates a teacher for less than satisfactory performance, notice of at least thirty (30) days shall be given in writing to the teacher and a copy forwarded to the Association;
6. notwithstanding Article C.26.4, a teacher may elect to receive thirty (30) days severance pay and forego their entitlement to grieve pursuant to Article A.6 (Grievance-Procedure).

## 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. G.T.T.A. members employed in Lillooet schools shall be subject to the following guidelines:
  - a. Schools shall maintain class sizes in accordance with the following guidelines:

Year	No. of Students
Kindergarten and others	18
Primary Multi-Year	21
Intermediate Straight	27
Intermediate Multi-Year	25
Secondary	30
Secondary English Class	27
Industrial Ed/Home Economics Class	24
  - b. These guidelines may be exceeded by ten percent (10%) before remedy must be provided.
  - c. Where safety is a factor, the number of students in a laboratory, shop or other specialized classroom shall not exceed the number for which the facilities were designed.
  - d. Classes shall be smaller than the size stated above when they include students with learning disabilities or emotional disorders.
  - e. Maximums shall be in force after September 30 of each year.

*[Note: For schools not covered by D.1.1, section 76.1 Class Size of the School Act as amended applies.]*

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

No provincial language.

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

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:74 ESL/ELL students	LOU No. 12

## **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 shall be granted to teachers for lesson planning, correcting papers, collecting materials, group planning, and other duties related to preparation for teaching. It is time granted when classes are normally in session.
5. Each full-time secondary classroom teacher shall be entitled to the equivalent of twelve and one-half percent (12.5%) of their school's normal instructional hours for preparation time.

6. Part-time classroom teachers whose assignment to a school is 0.5 or greater shall be entitled to preparation time pro-rated to the corresponding proportion of their part-time assignment.
7. During the term of the Collective Agreement, there will be no increase in instructional time as a result of implementing this clause.

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

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
  - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and

- v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
- 6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

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

- 1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
- 2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
- 3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
- 4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
- 5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- 6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
- 7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
  - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and

- e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.
- Note: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.

## **ARTICLE D.20      REGULAR WORK YEAR**

- 1. The annual salary established for employees covered by this Agreement shall be payable in respect of the teachers' regular work year which shall not exceed the number of days as prescribed by the Standard School Calendar.
- 2.
  - a. The teacher's regular work year shall include all school days in session which shall be scheduled during the period commencing the Tuesday immediately following Labour Day and ending the last Friday in June of the subsequent year. If the last Friday falls before June 26, the last scheduled day will be June 30.
  - b. School days in session shall not be scheduled on Saturdays, Sundays, statutory holidays or during the Winter and Spring break periods.
  - c. The first day of winter break period shall be on the Monday preceding December 26th. Schools shall re-open on the Monday following January 1st. If January 1st is a Saturday or Sunday, then the schools shall re-open on the following Tuesday.
  - d. The first day of spring break shall be the third Monday in March. Schools shall reopen the fourth Monday in March.
  - e. The teacher's regular work year shall include the number of non instructional days as determined by the Standard School Calendar. On these non instructional days, teachers shall participate under the direction of the Board or its delegate, in professional development, administrative, or other school or district related activity.
- 3. A teacher who is requested in writing by the Superintendent of Schools or a school administrator to work beyond the teacher's regular work year and who agrees to such employment shall be paid at the rate of 1/195th of their annual rate of pay for each full day worked.
- 4. No teacher shall suffer loss of pay in the event of a Board or other authority ordered temporary closure of a school or cancellation of student attendance; however teachers may be required to report for work at the school or other location specified by the Board.

This clause does not apply to a school closure or the cancellation of student attendance caused by a strike or lockout.



## **ARTICLE D.21      SCHOOL DAY AND WEEKLY INSTRUCTIONAL ASSIGNMENT**

1. In an elementary school:
  - a. a school day shall be no longer than six (6) hours inclusive of instructional time not to exceed four (4) hours and forty-five (45) and a noon intermission and
  - b. a teacher's weekly instructional assignment shall not exceed twenty-three (23) hours and forty-five (45) minutes less preparation time as defined in Article D.4.5.
2. In a secondary school:
  - a. a school day shall be no longer than six (6) hours and thirty (30) minutes inclusive of instructional time not to exceed five (5) hours and nine (9) minutes and a noon intermission and
  - b. a teacher's weekly instructional assignment shall not exceed twenty-five (25) hours and forty-five (45) minutes less preparation time as defined in Article D.4.6.
3.
  - a. In each elementary school, there shall be fifteen (15) minutes of recess daily which shall not be included as instructional time.
  - b. In a secondary school, time for students to change classrooms, and where applicable, home room time, shall not be included as instructional time.
4. Lunch intermission shall be duty free for teachers except:
  - a. as specified elsewhere in this Agreement, and
  - b. where a teacher volunteers to participate in school related activities during the lunch intermission.

## **ARTICLE D.22      REMOVED BY LEGISLATION / INTENTIONALLY LEFT BLANK (Originally Article D.4 in 2001-2004 Collective Agreement)**

## **ARTICLE D.23      SUPERVISION**

1.
  - a. Under normal operating conditions, teachers will not be required to perform routine supervision duties during the lunch intermission.
  - b. Under normal operating conditions, elementary teachers will not be required to perform routine supervision duties during the recess break.
  - c. Routine supervision during the lunch period shall mean the supervising of students who may be in classrooms, lunch rooms, cafeterias, hallways, stairways, designated spectator areas, gymnasiums, or on the school grounds during the lunch period, but shall not include supervision of other voluntary functions.

2.
  - a. Notwithstanding Article D.23.1.a above, the school administrator may require teachers who have been appointed as Principal Designates to be available during the lunch intermission to respond to emergency situations.
  - b. Notwithstanding Article D.23.1.a above, where First Aid Attendants are required to be available for medical emergencies throughout the lunch intermission, they shall receive compensatory time off at the rate of thirty (30) minutes for each noon intermission duty.
3. The school administrator of a school will endeavour to ensure that supervisory duties are equitably distributed among the teachers of their school.

**For LTA members as at June 30, 1997 only:**

4. Effective September 1, 1991, no teacher shall be required to perform regular supervision duties in excess of seventy (70) minutes per week unless agreed to by the teacher.

**ARTICLE D.24 EXTRA-CURRICULAR ACTIVITIES**

1. In this Agreement, extra-curricular activities include those that are beyond the activities relating to the provincially-prescribed and locally determined curricula of the School District.
2. While the Board and the Association agree that extra-curricular activities are an integral part of school programs, the Board recognizes that involvement by a teacher in extra-curricular activities is on a voluntary basis.
3. While voluntarily involved in Board approved extra-curricular activities, employees shall be considered, for all purposes including for insurance and liability, to be acting in the full employ of the Board.

**ARTICLE D.25 LIAISON COMMITTEE**

1. The Liaison Committee shall consist of representatives from Management and representatives from and chosen by the Association. The management representatives shall include the Superintendent of Schools and/or the Secretary Treasurer and the Association representatives shall include the President and/or the Vice-President.
2. The Committee shall convene at the request of either party. The date, time and place of such meetings shall be by agreement of the parties and be held within two (2) weeks of the request.
3. The Committee shall be jointly chaired by the Association and Management.
4. The purpose of the Committee is to maintain good communication by discussing matters of common interest, to share concerns about problems that require resolution and to generate ideas for improved education for students and improved morale among employees.

## **ARTICLE D.26 HEALTH AND SAFETY COMMITTEE**

1. Concerns of cleanliness, lighting, heating, ventilation, safety and hygiene affecting the learning situation within a school are best addressed by the teacher(s) and the Administrative Officer concerned. Matters not resolved at the school level shall be referred to the Health and Safety Committee.
2.
  - a. The Board and the Association agree that there shall be a District "Health and Safety Committee" which will assist in creating a safe place of work, shall recommend actions which will improve the effectiveness of the District's health and safety program and shall promote compliance with Workers' Compensation Board regulations.
  - b. The Association shall be represented on the Committee by four members, such members to be determined by the Gold Trail Teachers' Association.
  - c. The Chairperson and secretary shall be elected from and by the Committee members in accordance with Workers' Compensation Board regulations.
3. Employees who work in the industrial education shops will be reimbursed 50% of the cost of hard toed safety boots upon presentation of an invoice to the respective school administrator. It is understood that this applies only once every twelve months to a maximum of one hundred dollars (\$100.00) per annum.
4. Hearing tests will be paid for by the Board for employees working in noisy environments, as determined by Occupational Health and Safety regulations.
5. Normally, teachers will not be called upon to administer medication or perform medical procedures.

## **ARTICLE D.27 REMOVED BY LEGISLATION / INTENTIONALLY LEFT BLANK (Originally Article D.10 in 2001-2004 Collective Agreement)**

## **ARTICLE D.28 HOME EDUCATION**

(see Letter of Understanding)

Educational services that may be required for home education students (as defined in Regulation 3 of the *School Act*) shall be provided by members of the bargaining unit unless more practically by a school administrator.

## **ARTICLE D.29 REGULAR STAFF MEETINGS**

1. School staff meetings will normally be regularly scheduled although occasionally, additional staff meetings may be required for items of concern that require attention before the next regularly scheduled meeting.

2. At least seven days' notice of regular staff meetings shall be given. Such notice shall include an agenda to which all staff and the school administrator may add items prior to the commencement of the meeting.
3. The school administrator will make all reasonable efforts to restrict regular staff meetings as to frequency and length.
4. Teachers shall not be required to attend staff meetings on weekends, holidays, or other days when school is not in session for teachers.
5. Part-time teachers are encouraged to attend all regular staff meetings.

## **ARTICLE D.30 SCHOOL ACCREDITATION**

The Board shall provide to each school being accredited, five (5) substitute teacher days support during each accreditation cycle. Additional support may be granted by the Superintendent of Schools if the staff and school administrator so request.

## **ARTICLE D.31 TEACHER TEACHING ON CALL EMPLOYMENT**

(see Letter of Understanding)

1. General
  - a. When a teacher with assigned classroom duties is absent from school the Board shall employ a teacher teaching on call, if available, to replace the teacher upon being informed of such absence.
  - b. When a teacher without assigned classroom duties is absent from school, the Board shall employ a teacher teaching on call, if available, to replace the teacher if requested by the teacher; however, it is agreed that teachers teaching on call shall not be employed to replace school or district counsellors unless the absence exceeds five (5) consecutive school days and a specialist teacher teaching on call with the necessary qualifications and experience, as determined by the school administrator, is available.

## **ARTICLE D.32      INVOLVEMENT IN SCHOOL AND DISTRICT BUDGET DEVELOPMENT**

The Association shall be invited to participate in the development of the District budget and school staffs and/or individual teachers shall be given the opportunity to be involved in the development of school budgets. Such involvement shall not include participation in or access to information concerning confidential items which are discussed and determined at Closed Meetings of the Board of Education.

## **ARTICLE D.33      TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS AND MAJOR RENOVATIONS TO SCHOOLS**

When new school buildings or major renovations to existing schools are being planned, the Board shall (a) include teachers in the planning process, (b) endeavour to ensure that classroom and other space provided is sufficiently flexible to allow teachers choice in the organization of classes and groupings and in the application of effective instructional techniques, and (c) endeavour to ensure that the size of rooms in the school is based on a functional plan rather than a rigid area formula.

## **ARTICLE D.34      TECHNOLOGICAL CHANGE**

1. For the duration of this Agreement, the parties agree to the following provisions regarding technological change and further agree that the provisions of the Labour Relations Code will not apply.
2. Technological change means the introduction of different equipment, different material or different language, or the changed method of operation as a result of the introduction of different equipment, different material or different language which affects the terms, conditions, or security of employment of a significant number of employees and alters significantly the basis upon which the Agreement was negotiated. Technological change does not include normal layoffs as contemplated by Article C.2 (Seniority) and Article C.20 (Layoff/Recall) of this Agreement.
3. Where the Board proposes to effect a technological change it will advise the employees affected by the change no later than ninety (90) days prior to the term in which the change will become effective, setting out the nature of the change and the date of the proposed change.
4. Prior to implementation of a technological change, the parties agree to negotiate alternatives to assist those whose security of employment is affected and failing a mutually agreed settlement between the parties, the Association may refer the matter to arbitration pursuant to Article A.6 (Grievance Procedure).

## **SECTION E       PERSONNEL PRACTICES**

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

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

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

#### **1.       General**

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

## **2. Definitions**

- a. Harassment includes:
  - i. sexual harassment; or
  - ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
  - iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
  - iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
  - v. misuses of power or authority such as intimidation, threats, coercion and blackmail.
- b. Sexual harassment includes:
  - i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
  - ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
  - iii. an implied promise of reward for complying with a request of a sexual nature; or
  - iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

## **3. Resolution Procedure**

- a. Step 1
  - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
  - ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes

b. Step 2

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

c. Step 3

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

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



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

#### **4. Remedies**

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

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

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
  - i. All discussions shall be solely an attempt to mediate the complaint;
  - ii. Any and all discussions shall be completely off the record and will not form part of any record;
  - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
  - iv. No discipline of any kind would be imposed on the respondent; and

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

## **6. Training**

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

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

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

## ARTICLE E.20 EVALUATION AND PROFESSIONAL GROWTH

1. The purpose of supervision and evaluation is to promote and reinforce good instruction and to provide a basis for employment status.
2. An officer of the Board may observe and/or make constructive suggestions at any time, but a formal report to the Superintendent of Schools will not be written unless:
  - a. a teacher requests a report; or
  - b. an officer of the Board is of the opinion that a formal report is required in a situation that may be less than satisfactory or only marginally satisfactory.
3. When evaluation is undertaken for the purposes of a formal report on a teacher, the following shall apply:
  - a. The evaluator shall discuss with the teacher (1) the process and (2) the expected timeline by which the report will be written.
  - b. The report shall be based on a minimum of three (3) formal observations. The content of the report shall be based on the teacher's performance of the duties of a teacher as prescribed by the *School Act and Regulations*. The report shall be based primarily on personal observations by the evaluator, but may include additional information when it is clearly acknowledged that such information has been obtained in other ways. The report shall be based mainly on the areas(s) of the teacher's expertise. When it is deemed desirable to comment on other areas, the report shall indicate that this is the case.
  - c. At least one half (0.5) of the visits referred to in Article E.20.3.b above shall be at a time mutually agreed upon by the teacher and the evaluator and shall be preceded by a pre-observation conference. All of the visits referred to in Article E.20.3.b above shall be followed by a post-observation conference.
  - d. At least 48 hours prior to filing a final report, the evaluator shall provide a copy of the draft report to the teacher. The evaluator shall also communicate with the teacher and offer to meet to discuss the draft report.
  - e. All final evaluation reports on a teacher shall be in writing.
  - f. Teachers may submit a written commentary on any written report, which shall be attached to and filed with all copies of the report.
  - g. It is recognized that a teacher on receipt of a less than satisfactory report shall be provided with supervisory direction to assist the teacher in developing an acceptable standard of performance. A plan of assistance shall be put into effect as soon as possible after receipt of a less than satisfactory report. Except for teachers in their first nine (9) months of employment (as per C.24.2) another report shall not be written until a period of six (6) months has lapsed since the writing of the previous report.

- h. Reports shall be prepared only by a school administrator of the school to which the teacher is assigned, the Superintendent of Schools, the Assistant Superintendent of Schools or a Director of Instruction.
  - i. The final report shall be filed in the teacher's personnel file at the School District office. A copy shall be given to the teacher and the school administrator. No more copies of the teacher's report shall be made without the teacher's knowledge.
4. a. The parties agree that all teachers should model the ideal of lifelong learning by developing professional growth plans related to their school growth plans, the District Strategic Plan and the Ministry objectives. The parties agree that a process for the development of professional growth plans will be devised collaboratively by representatives of the Gold Trail Teachers' Association and the Board of Education.
- b. Professional growth plans will not be kept in a personnel file as is the case with teacher evaluation reports. They will be retained by the school administrator for easy reference during the school year. They will not become part of any permanent record or be used by the school administrator or School District as part of any formal evaluative process.

## **ARTICLE E.21 CERTIFIED TEACHER TEACHING ON CALL EVALUATION**

At the request of a certified teacher teaching on call who has been employed by the District for more than twenty (20) school days in any one school year, a single observation report shall be provided by a school administrator. No more than one report may be requested in any one school year.

## **ARTICLE E.22 APPOINTMENTS AND ASSIGNMENTS**

1. General
- a. The parties recognize that District-initiated transfers and in-school assignments of teaching staff is a means of encouraging professional growth, enriching school programs, providing for the effective utilization of teaching personnel, and a reflection of changing enrolment patterns. All appointments, assignments, reassignments or transfers shall be communicated in writing after due consideration has been given to:
- the needs of the students
  - the requirements and educational needs of the School District
  - the requirements of the school as expressed by the school administrator
  - the contribution the teacher could make in the new position
  - the qualifications of the teacher
  - the opportunity for professional growth of the teacher
  - the expressed wishes of the teacher
  - the teacher's length of service in the School District
  - the training of the teacher
  - the experience of the teacher
  - the equitable distribution of workload

- b. In-school assignments and District-initiated transfers shall not be made for punitive or arbitrary reasons; written reasons will be provided on request.
- c. If a transfer to another school is District initiated, the teacher will be given at least thirty (30) days notice in writing.
- d. On District-initiated reassignments of greater than twenty-five (25) km from one school to another which result in a change of residence, the Board agrees to pay the teacher) for moving expenses as follows:

Effective July 1, 2019	\$3,774.91
Effective July 1, 2020	\$3,850.41
Effective July 1, 2021	\$3,927.41

- e. Definitions

Appointment - An appointment is the full-time or specified part-time employment by a school district of a teacher on a continuing, term-certain, probationary or on-call basis.

Position - A position is a teaching assignment on a full-time or specified part-time basis at a designated school(s) or work location(s).

Assignment - An assignment is the specific work undertaken by a teacher at a designated school(s) or work location.

Vacancy - A newly created position or an existing position vacated by the incumbent.

## 2. Posting of Vacancies

- a. All teachers in the District are eligible to apply for any vacancy.
- b. All vacancies of twenty (20) working days duration or longer which occur during the school year shall be posted on bulletin boards in all schools and centres of the school district for a period of seven (7) calendar days. Copies of all postings shall be forwarded at the time of posting to the Association president.
- c. If a part-time position is increased, only the increase constitutes a vacancy and shall be posted as such.
- d. During the posting period, vacancies may be posted externally; however, external applications will not be considered unless no suitable applications have been received from teachers presently employed by the District.
- e. During July and August, vacancies shall only be posted at the Board Office and copies of such postings shall be forwarded to the Association president.

- f. Every posting shall contain the following information:
  - i. Identification of the position and initial assignment, i.e. subject area(s), program level(s), and any other salient descriptive information;
  - ii. Start date and, if applicable, end date;
  - ii. Required qualifications for the initial assignment.

### 3. Appointments

- a. The Board shall fill vacancies on the basis of the criteria outlined in Article E.22.1.a.
- b. If a vacancy occurs during the school year, the vacancy shall be filled by a teacher on a term-certain appointment which shall expire at the end of the school year. If still required, the position shall be re-posted prior to the end of the school year with the subsequent appointment or assignment being effective at the beginning of the following school year.
- c. The name of the successful applicant shall be posted in the same manner as the original posting.
- d. Changes in Positions, Assignments and Re-assignments
  - i. The following provisions shall apply to changes in assignments, including changes made during the year-end staffing process.
  - ii. Alteration of assignments within a school are not posted.
  - iii. A teacher's assignment shall be based on the criteria outlined in Article E.22.1.a.
  - iv. Where declining enrolment or other factors necessitate assignment changes that would result in a reduction in a teacher's appointment and additional assignments outside of their current assignment can be made which prevent such a reduction in the teacher's assignment, this change in assignment shall not be posted.

If there is more than one teacher in the department or program level affected by these assignment changes, the teacher affected shall be the teacher with the least seniority in the District unless a teacher with more seniority volunteers to accept the assignment changes.

- v. Where declining enrolment or other factors result in a position being reduced or declared surplus, and the teacher affected can be offered another assignment for which the teacher is qualified within the school or at another school in the District and the teacher accepts the other assignment, then the change in assignment shall not be posted.

If there is more than one teacher in the department or program level in which the position is being reduced or declared surplus, the teacher

affected shall be the teacher with the least seniority in the District unless a teacher with more seniority volunteers to be transferred.

- vi. Where declining enrolment or other factors result in a position being reduced or declared surplus the process outlined in Article C.20.2 shall be followed.
- vii. Special consideration in assignments will be given to a teacher returning from medical leave of absence with reference to the reasons for the leave and the teacher's state of health upon return, and may involve a return to part-time teaching pursuant to Article G.12.

## **ARTICLE E.23 PERSONNEL FILES**

- 1. There shall be only one master file for each teacher at the District Office.
- 2. A copy of any material placed in a teacher's personnel file shall be given to the teacher.
- 3. Upon request, a teacher shall have access to their file.
- 4. An appropriate Board official shall be present when an employee reviews their file, and the employee may be accompanied by an individual of their choosing.
- 5. The Board agrees that only material relevant to the employment of the employee shall be maintained in the personnel file.
- 6. Any file relating to an employee kept at a school shall be sent to the District Office or destroyed when the employee leaves that school.
- 7. Personnel files will be treated as confidential and kept secure. Access will be limited to appropriate school district officials.

## **ARTICLE E.24 DISCRIMINATION**

- 1. There will be no discrimination against any person on the basis of grounds protected by the BC Human Rights Code or because they were participating in the activities of the Association, carrying out the duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the Collective Agreement.
- 2. Complaints by teachers of discrimination on the basis of the grounds outlined in (a) above, including discrimination against teachers by other employees, shall be dealt with under the grievance procedure outlined in this agreement.

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

When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and

1. an investigation by the Board has concluded that the accusation is not true, or
2. the teacher is acquitted of criminal charges in relation to the accusation, or
3. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, the teacher and the teacher's family shall be entitled to assistance under the Employee Assistance Program.

In special circumstances, the Board will give consideration to providing additional assistance as jointly recommended by the Superintendent of Schools and the President of the Association. Such additional assistance may include special counselling for the teacher and family members, short-term paid leave of absence for the teacher, position transfer, or any other assistance deemed appropriate in the circumstances.

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

1. Where a student and or parent/guardian files a Notice of Appeal under the *School Act* and the Board of Education Bylaw 3-1 of a decision of a teacher covered by this Agreement, the teacher and the Association shall immediately be notified of the appeal and the grounds upon which it is based.
2. The teacher shall be given the opportunity to provide a written reply to any allegations contained in the appeal.
3. When relevant, the teacher shall have the right to speak on their behalf in each of steps 02, and 03, of the Board's Bylaw 3-1, (entitled Appeal Procedures-Student and/or Parents).
4. When the appeal is concluded the teacher shall be informed of the disposition of the appeal and the reasons therefore.
5. No decision or By-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the teacher of any right, benefit or process otherwise provided by the law.



## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.21      PROFESSIONAL AUTONOMY**

Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual professional autonomy in planning and determining the methods of instruction for the classes to which they are assigned. This clause does not preclude the right of management to exercise their rights pursuant to the *School Act* or this Agreement.

### **ARTICLE F.22      PROFESSIONAL DEVELOPMENT - GENERAL**

The Board and the Association recognize the value of in-service and professional development activities for employees. The parties also recognize that many employees engage in a wide variety of professional development activities on their own time and at their own expense. The parties believe that professional development has beneficial effects for the career development of its employees and for improved learning opportunities for the students in the District's schools.

### **ARTICLE F.23      PROFESSIONAL DEVELOPMENT FUND**

1.     a.     The Board agrees to contribute to the Association's Professional Development Fund \$300.00 per annum per teacher employed on a continuing or term certain contract as at December 31st of each year.  
  
       b.     These funds shall be paid in two instalments:
  - i.        on or before September 30th, an advance equivalent to approximately ninety five (95) percent of the anticipated total annual contribution, and
  - ii.       the remainder on or before January 31st.
2.     Any funds provided by the Board to the Association for their Professional Development Fund shall be controlled and administered by the Association.
3.     The Association will provide the Board with an annual accounting of these funds.
4.     Upon approval of a teacher's request for in-service leave by the school's professional development committee, that teacher shall be granted the necessary leave subject only to the availability of a teacher teaching on call.
5.     The cost of teachers teaching on call employed to replace teachers engaged in professional development activities financed by this fund shall be charged to the Association.

## **ARTICLE F.24      PROFESSIONAL DEVELOPMENT DAYS**

1. During the teacher's regular work year, up to five (5) school days will be made available to individual teachers or groups of teachers to engage in Professional Development or planning activities. These days are in addition to any non instructional days (as outlined in Article D.20.2.e.) which are used for Professional Development or planning activities.
2. Where activities funded by the Association's Professional Development Fund are undertaken on Professional Development days, the provisions of Article F.23.4 will apply. Other activities undertaken on these days and the scheduling thereof, are subject to the approval of the school administrator.

## **ARTICLE F.25      CURRICULUM CHANGE AND IMPLEMENTATION**

1. A joint committee shall be struck for the purposes of consultation regarding matters concerning the implementation of either provincial or local new curricula.
2. The membership of the committee shall comprise three (3) Association appointees, the Superintendent of Schools or their designate, one (1) elementary administrator and one (1) secondary administrator.
3. When new curriculum is initiated by the Ministry of Education or the School District and is introduced to the School District, this committee may make recommendations to the Board and the Association regarding the Professional Development needs of individual teachers or groups of teachers.
4. When making recommendations to the Board and/or the Association, the committee should be guided by the following principles:
  - a. The teacher should be the key agent of educational and/or curriculum change.
  - b. Teachers should be clear about the concept, the value and the process of the proposed curriculum change.
  - c. Teachers should understand the proposed change and how it differs from their current practice.
  - d. The change should offer an improvement over current practice.
  - e. Teachers should understand the steps to be taken during the implementation.
  - f. Adequate and appropriate resources should be available to support effective implementation.
  - g. Time is necessary to provide for:
    - i. lead time
    - ii. program assessment and/or modifications
    - iii. planning, reporting and sharing

- iv. Instructional methodology should not be mandated.
- h. Teachers should participate in determining the nature and timing of in-service specific to any implementation.
- i. Appropriate retraining should be available for all teachers whose assignments and courses are changed as a result of implementation of educational change.
- j. Unique situations within the district should be acknowledged when planning changes.
- k. Criteria for measuring the success of program implementation should be established prior to the process beginning.

## **SECTION G      LEAVES OF ABSENCE**

### **ARTICLE G.1      PORTABILITY OF SICK LEAVE**

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

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

**[See Article G.21 Sick Leave, for sick leave use and accrual]**

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

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

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

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

  - b. one hundred percent (100%) of the employee's current salary for the first week of the leave,
  - c. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
  - d. 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. 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.
- 5. 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.
- 6. Seniority shall continue to accrue during the period of the compassionate care leave.
- 7. 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

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

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

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

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

**[See also Article G.4.5 and G.4.6.]**

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

**Local Provisions:**

- 5. In the event of the death of any relative not mentioned in Article G.4.3 or a friend of the teacher, the teacher shall be granted leave of absence without pay for one day to attend the funeral. If necessary, up to four (4) additional days leave of absence without pay, shall be granted for travel.

**For LTA members as at June 30, 1997 only:**

- 6. In the event of the death of any relative not mentioned in Article G.4.1, or a friend of the teacher, the teacher shall be entitled to leave for one-half (1/2) day with pay within the district, and one (1) day with pay out of district, for the purpose of attending the funeral.  
**See also Article G.4.3 for unpaid leave.**

**ARTICLE G.5 UNPAID DISCRETIONARY LEAVE**

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

**Implementation:**

- 1. *Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement. The combination of this provision with any other same or superior provision shall not exceed three (3) days.*

2. *The provisions of this article establish a minimum level of entitlement for unpaid discretionary leaves for all employees. Where the minimum level of entitlement has already been met through any previous provisions relating to discretionary leaves, an employee shall receive no additional entitlement.*

**Note: See also Article G.18 Paid Discretionary Leave.**

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

[Article G.6.1.b applies for the purposes of Article A.10 only. Articles G.6.1.a and G.6.2 through G.6.8 do not apply in School District No. 74 (Gold Trail).]

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**

### Release Time for the President

11. The Board will continue to pay the President their salary and to provide benefits as specified in the Agreement. The Association will reimburse the Board for such salary and benefits cost upon receipt of a monthly statement.
12. The President shall be entitled to all rights and benefits and subject to all conditions of the Agreement as if they were not on leave.
13. It is agreed that in the event the return of the President granted leave under Article G.6.9 results in the lay off of another employee covered by this agreement, the provisions of Article C.2 shall apply.

### Short Term Leave for Association Business

14. Upon adequate written request from the Association, leave of absence with pay and without loss of seniority shall be granted to a maximum of ten (10) days per school year for any teacher on Association business. This maximum may be exceeded with the approval of the Superintendent of Schools.
15. Upon adequate written request from the BCTF leave of absence with pay and without loss of seniority shall be granted to a maximum of fifteen (15) days per school year for



any teacher on official business. This maximum may be exceeded with the approval of the Superintendent of Schools.

16. The maximum allotment for an individual will be eighteen (18) days unless otherwise approved by the Superintendent of Schools.
17. The cost of providing teachers teaching on call shall be paid by the Association or the requesting body.

#### Long Term Leave for Appointment to Administrative Staff of the BCTF

18. In the event that an employee covered by this agreement is appointed on a term contract of employment to the administrative staff of the BCTF, or secondment to the BCTF, leave of absence without pay shall be granted for the duration of those duties.
19. For purposes of pension, experience, sick leave and seniority the employee shall be deemed to be in the full employ of the Board.
20. Upon written notice at least three (3) months prior to the beginning of the school year, the Board shall assign an employee granted leave under this Article to the position held prior to taking the leave of absence; if such position no longer exists, the assignment shall be to a position comparable to that which the employee held prior to taking the leave of absence.
21. It is agreed that in the event the return of an employee granted leave under this article results in the lay off of another employee covered by this agreement, the provisions of Article C.2 shall apply.

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE G.20      LEAVE OF ABSENCE AND EMPLOYEE BENEFITS**

When an employee of School District No. 74 (Gold Trail) is granted "Leave of Absence" without pay in excess of thirty (30) days, contributions by the Board to all employee benefits shall be discontinued for the period during which the "Leave of Absence" has been granted.

A teacher may maintain employee benefits while on unpaid leave by making prior arrangements with the Secretary Treasurer's office whereby the teacher will pay the District's and the teacher's share of the premiums throughout the term of the leave.

## **ARTICLE G.21      SICK LEAVE**

See Letter of Understanding re: WorkSafe BC Entitlement

Sick leave means the period of time an employee is permitted to be absent from work at their regular rate of pay while ill, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave shall not be used when an employee is on an approved leave from the Board.

1. Sick leave allowance means the number of days that an employee has been credited through active service to the Board and for which they will be entitled to sick leave at their regular rate of pay.
2.
  - a. All sick leave, accumulated by a teacher prior to the effective date of this Agreement, will be credited to that teacher.
  - b. At the beginning of each school year, each full time teacher will be credited with an additional fifteen (15) sick leave days.
  - c. When a teacher commences employment at any time other than the beginning of a school year, the sick leave credit in Article G.21.2.b shall be reduced by one and one-half (1.5) sick leave days for each full month the teacher was not employed by the Board.
  - d. Any days during which a teacher has been absent with full pay for reasons of illness shall be charged against that teacher's sick leave allowance.
  - e. 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 to a maximum of 120 days in any one school year.
  - f. For each year when an employee has not used their sick leave allowance or has only used a portion of it, the entire unused allowance shall accumulate for their future use.
  - g. Part time teachers shall receive sick leave entitlement on a pro-rated basis.
3.
  - a. Where a full-time employee produces a medical certificate stating that the employee, while medically unable to work full-time, is capable of working part time, the employee's assignment may be reduced or they may be reassigned to another position where it is practical to do so. In either case, the change will be to a percentage of full time that the employee is capable of working.
  - b. An employee on partial medical leave will earn sick leave, proportionately, for the portion of time worked; and will use accumulated credits for the portion of time not worked.
  - c. An employee on partial medical leave will go on full sick leave with or without pay depending on the extent of their accumulated sick leave credits, if they proves incapable of meeting the requirements of their reduced or changed assignment.
4. At the discretion of the Superintendent of Schools, an employee may be required to produce a certificate from a duly qualified medical practitioner for any illness certifying that such employee is unable to carry out their duties due to illness and advising the date the employee is expected to be able to return to work. Where a requested certificate has not been provided, sick leave will not be approved.
5. When an employee is given leave of absence without pay for any reason or is laid off and returns to the service of the Board upon expiration of such leave of absence or layoff, they shall not receive sick leave allowance for the period of such absence but shall retain their cumulative allowance, if any, existing at the time of such leave or layoff. Any credits which

have been ported from SD No. 74 to another district pursuant to PCA Article G.1 shall not be available to the teacher. Pursuant to PCA article G.1, an employee who is rehired to SD No. 74 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.

6. The Board shall make all reasonable efforts to advise each employee of the amount of their accumulated sick leave monthly.
7.
  - a. Providing that the teacher is of age 55 or older and has a minimum of 15 years continuous service in the District, the Board agrees that payout of 20% of accumulated sick leave to a maximum of sixty (60) days will be made to the teacher on resignation or retirement from the District. In the event of death of the teacher, the 20% of accumulated sick leave to a maximum of sixty (60) days will be paid to their beneficiary.
  - b. Sick Leave Payout will be calculated on the basis of 1/195th of a teacher's salary, including any/all allowances that were earned during the year of retirement.

N.B.: Section G.21.7 does not apply to LTA members as at June 30, 1997.  
See Article B.29 "Retirement and Death Benefits".

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

## **ARTICLE G.22 LEAVE FOR FAMILY EMERGENCY**

When an emergency arises in the teacher's immediate family, the teacher shall be entitled, after notifying the appropriate school administrator, to use sick leave days, up to a maximum of five (5) days per emergency and a maximum of ten (10) days per year. Immediate members of the family shall be as defined in Article G.4.1 (Bereavement Leave).

## **ARTICLE G.23 MATERNITY LEAVE**

See Letter of Understanding re: Maternity Supplemental Unemployment Benefits Plan

1. Short Term
  - a. A pregnant teacher shall be granted, upon request, a leave of absence as provided for in Part 6 of the *Employment Standards Act*.
  - b. Benefit contributions by the Board will be maintained during the short term maternity leave as if the teacher were working.
2. Early Return

**[Does not apply to LTA members as at June 30, 1997 – See G.23.4]**

If there is an occurrence of an incomplete pregnancy or the death of a child, and the teacher applies for an early return to work, then the Superintendent of Schools shall offer the teacher the first position available for which they possesses the necessary qualifications and experience.

3. Extended

- a. Teachers granted leave under Article G.23.1.a who choose not to return to work at the expiration of that leave may apply, in writing, for extended maternity leave, forty-five (45) days prior to the expiry of the short term leave.
- b. Extended leave without pay shall be granted upon request for a period of up to a maximum of twenty (20) calendar months, with return to coincide with the commencement of a term or semester.
- c. Teachers returning from extended maternity leave shall notify the Board forty-five (45) days in advance except in respect to leave expiring June 30, where notice shall be given by April 30.
- d. Benefit coverage for extended maternity leave may be maintained by the teacher in accordance with Article G.26 (Long Term Personal Leave).

**(For LTA members as at June 30, 1997 only)**

4. Return to Work

- a. A teacher returning from maternity leave within a school year shall be reassigned to the same position held prior to the leave as far as practicable.
- b. A teacher returning from maternity leave in a subsequent school year shall be assigned to a reasonably comparable position within the district.
- c. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

**(For LTA members as at June 30, 1997 only)**

5. Early Return to Work

- a. If there is an occurrence of an incomplete pregnancy or the death of a child, and the teachers applies for an early return to work, then the teacher shall be placed pursuant to Article G.23.4.
- b. If, at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for sick leave provisions.

## **ARTICLE G.24 PATERNITY LEAVE**

- 1. Upon notification to the school administrator, up to five (5) days leave shall be granted to a father for the birth of his child or the adoption or legal guardianship of a child.
- 2. The first two (2) days granted shall be with pay with the remaining days with pay less teacher teaching on call costs.

## **ARTICLE G.25      PARENTHOOD LEAVE**

A teacher with a dependent child/children shall be granted upon request one parenthood leave of absence without pay for a period of time up to a maximum of ten (10) school months. Subsequent parenthood leaves may be granted.

## **ARTICLE G.26      LONG TERM PERSONAL LEAVE**

1. The Board may grant personal leave for up to one year, or such extended period as the parties mutually agree, without pay, without accumulating seniority and without benefits. Should a teacher choose to maintain their benefits while on long term personal leave, then arrangements can be made to have the teacher pay the full cost of such benefits for the duration of the leave.
2. Long term personal leave is subject to operational requirements and adequate notice and will not exceed one teacher per school except under special circumstances. Long term personal leave may not be granted where another teacher at the same school has been granted leave under the Deferred Salary Leave Plan. All long term personal leave must have the prior approval of the Superintendent of Schools.
3. In the event operational requirements cannot allow leave for those making application, the Board agrees that the Superintendent of Schools, school administrator concerned and the Association President shall meet to determine who is to be recommended to the Board for leave.
4. Teachers on leave shall inform the Superintendent of Schools by March 31 of the leave year, of their intentions concerning the succeeding year.
5. Employees granted leave under the provisions of Article G.26 "Long Term Personal Leave" for parenthood purposes (as identified upon application by the employee) will be considered to have been granted "parenthood leave". (See C.2.8.f.viii.)
6. A teacher returning from leave of one year or less will return to their previous position, provided that the position still exists.

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

(See Letter of Understanding)

1. Upon reasonable notice to their school administrator, discretionary leave up to a maximum of three (3) days shall be granted each year provided a teacher teaching on call is available.
2. The discretionary leave granted shall be with pay less teacher teaching on call costs.

3. If two (2) teachers in a school apply for discretionary leave for the same day, the school administrator has the sole discretion to approve or decline the second request. In any event, no more than two (2) teachers in any one (1) school shall be granted discretionary leave on the same day.

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

## **ARTICLE G.28 EXAMINATIONS**

Upon written request to the Superintendent of Schools a teacher may be given leave to undergo examinations. The first day of examinations will be with pay; subsequent days will be with pay less teacher teaching on call costs.

Examinations will be understood to include the following:

1. final examinations in Education courses at a University that offers courses recognized for teacher certification in the Province of British Columbia;
2. final examinations in courses offered at any university level educational institution if, in the opinion of the Superintendent of Schools, these courses contribute directly to the teachers' teaching assignment in School District No. 74 (Gold Trail);
3. entrance examinations for graduate programs at Universities recognized for teacher certification in the Province of British Columbia.

A written request for leave under this Article must be filed with the Superintendent of Schools prior to the actual examination dates. Such requests must be counter-signed by the school administrator concerned to indicate that they were aware of the request.

## **ARTICLE G.29 UNIVERSITY CONVOCATION**

Upon written request to the Superintendent of Schools, leave for one day with pay shall be granted in order for a teacher to attend their Convocation Ceremony.

## **ARTICLE G.30 LEAVE FOR ELECTIVE OFFICE**

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long-term leave of absence without pay, employee benefits or seniority for a period of up to five (5) years or as mutually agreed by the parties.
2. Teachers elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, with pay, less teacher teaching on call costs, up to a maximum of twenty (20) days in any one school year.



## **ARTICLE G.31 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS**

**(N.B. Clauses 1 and 2 do not apply to LTA members as at June 30, 1997 - Refer to 3 below)**

1. The Board shall grant a leave of absence with pay to an employee who is required to serve as a juror or subpoenaed as a court witness other than on their own behalf. The employee will pay the Board any monies received for jury service or as a court witness.
2. Where an employee is subpoenaed by the Board to attend legal proceedings before an independent tribunal or arbitration board, in connection with the interpretation or application of this Agreement, the Board shall grant leave with pay.

### **For LTA members as at June 30, 1997 only**

3. Jury Duty or Subpoena

A teacher, upon giving reasonable notice, will be granted leave of absence with pay for the time required to serve on a jury; for their being called for jury duty; or for their being subpoenaed as a witness other than on their own behalf or interest. Any fees or payments made to the teacher for such duties or services, exclusive of parking, travel, meals or child care expenses, must be remitted to the School District.

## **ARTICLE G.32 LEAVE FOR NEGOTIATIONS AND ADMINISTRATION**

[Refer to Article A.7. Leave for Provincial Contract Negotiations]

1. The parties agree to schedule negotiating and preparation sessions so as to impact as little as possible on the learning situation.
2. Release time with pay shall be granted to up to five (5) members of the Association when attending joint bargaining meetings with the Board. The cost of the teachers teaching on call shall be borne on an equal basis by both parties. Under normal circumstances the Association will request leaves at least three days in advance of the scheduled meetings.
3. Subject to the operational requirements of the school, release time, with pay, for up to three (3) members of the Association to prepare for negotiations during negotiating years shall be granted to a maximum of five (5) days for each member. The cost of teachers teaching on call shall be borne by the Association. Under normal circumstances the Association will request leaves at least three days in advance of the scheduled meetings.
4. Release time, for up to three (3) teachers or such number as the parties mutually agree, shall be granted to attend grievance meetings or arbitration hearings pursuant to this Agreement. The cost of teachers teaching on call shall be borne by the Association. Under normal circumstances the Association will request leaves at least three days in advance of the scheduled meetings.

### **ARTICLE G.33      DEFERRED SALARY LEAVE PLAN**

1.      The Board shall administer a Deferred Salary Leave Plan.

### **ARTICLE G.34      STUDY LEAVE – YEAR END**

Upon written request and approval of the Superintendent of Schools or their delegate, a teacher shall be granted leave of absence with pay less teacher teaching on call costs (whether a teacher teaching on call is required or not) to attend summer sessions during the last two weeks of the school year provided:

1.      the teacher remains in the employ of the Board in the following school year, and
2.      the teacher completes all the necessary year-end duties required by the school administrator.

# **PROVINCIAL 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 8<sup>th</sup> day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

### **Housekeeping – Form Issues**

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

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

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

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

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

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

### **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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



## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

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

**January 22, 2021 - Provincial Matters**

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

### **Housekeeping – Form Issues**

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

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

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

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

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

### **Section C – Employment Rights**

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

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

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

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

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

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.

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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

"Alice McQuade"  
President  
BC Teachers' Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School  
Employers’ Association

“R. Worley”

“K. Halliday”

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF



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

**Between**

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

**And**

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

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

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

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**Does not apply in School District No. 74 (Gold Trail).**

**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. 74 (Gold Trail).**

## LETTER OF UNDERSTANDING No. 4

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

## LETTER OF UNDERSTANDING No. 5

BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of
  - Effective July 1, 2019     \$ 2,570
  - Effective July 1, 2020     \$ 2,622
  - Effective July 1, 2021     \$ 2,674upon 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 13<sup>th</sup> day of June, 2012

*Revised: March 26, 2020*

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

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

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

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

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

## LETTER OF UNDERSTANDING No. 6

### BETWEEN

### BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

### AND

### BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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



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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

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

### **BETWEEN**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

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

### **BETWEEN**

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

### **AND**

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

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

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March 26, 2020  
Date

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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

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

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

- b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
  - c. Vancouver Island West Teachers' Union / SD No. 84 (Vancouver Island West)
8. The local unions representing all members in the school districts in paragraphs 7.a through 7.c may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the collective agreement.

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

## Appendix A to Letter of Understanding No. 9

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



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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

Does not apply in School District No. 74 (Gold Trail).

## **LETTER OF UNDERSTANDING No. 11**

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

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

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

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date Signed

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

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

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

## LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

## **THEREFORE THE PARTIES AGREE THAT:**

### **I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING**

#### Shared Commitment to Equitable Access to Learning

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

#### Schedule "A" of All Restored Collective Agreement Provisions

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

#### Agreement to be Implemented

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

### **II. NON-ENROLLING TEACHER STAFFING RATIOS**

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



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

### **III. PROCESS AND ANCILLARY LANGUAGE**

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

#### IV. CLASS SIZE AND COMPOSITION

##### PART 1: CLASS SIZE PROVISIONS

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

##### Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

##### K-3 Superior Provisions to Apply

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

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

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

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

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

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

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

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

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

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

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

D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:

- five students in grades K-3;
- four students for secondary shop or lab classes where the local class size limits are below 30, and;
- six students in all other grades.

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

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

- School District 10 (Arrow Lakes)
- School District 35 (Langley)
- School District 49 (Central Coast)
- School District 67 (Okanagan-Skaha)
- School District 74 (Gold Trail)
- School District 82 (Coast Mountain)
- School District 85 (Vancouver Island North)

E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored collective agreement provisions regarding class size and composition;

F. Completing the post-and-fill process for all vacant positions.

### Non-Compliance

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

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

- time of year;
- physical space limitations;
- teacher recruitment challenges.

### Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

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

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

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

## LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President



## **LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

### **Re: Cultural Leave for Aboriginal Employees**

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

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

## LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

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

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

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING No. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Early Career Mentorship**

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

## **LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

### **Re: Potential Grievance Resolution**

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

# **LOCAL LETTERS OF UNDERSTANDING**

## **Letter of Understanding**

### **Maternity Supplemental Unemployment Benefits plan March 1991**

Between: School District No. 30 (South Cariboo)

And: South Cariboo Teachers' Association

The parties hereby agree as follows:

1. The objective of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by Maternity Leave.
2. An employee may not use sick leave during Maternity Leave while this agreement is in effect.
3. Employees must apply for employment insurance benefits before SUB becomes payable.
4. Employees disentitled or disqualified from receiving EI benefits are not eligible for SUB.
5. Employees do not have a right to SUB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
6. The benefit level paid under this plan is set at 95% of the employees' normal weekly salary for the first two weeks of the leave, and 75% of the employees' normal weekly salary for a further 15 weeks. It is understood that in any week, the total amount of SUB, employment insurance gross benefits and any other earnings received by the employees will not exceed 95% of the employee's normal weekly earnings.
7. The maximum number of weeks for which SUB is payable during a maternity leave of absence is 17.
8. The employee must provide the employer with the proof that they are getting EI benefits or that they are not getting benefits for reasons specified in the plan.
9. The employer will use the benefit stub to verify that employees are receiving EI benefits or other earnings.

#### **Original signed on behalf of:**

BOARD OF EDUCATION SCHOOL DISTRICT NO. 30 (SOUTH CARIBOO)  
SOUTH CARIBOO TEACHERS' ASSOCIATION

## **Letter of Understanding**

### **Worker's Compensation Board**

**March 1993**

Between: School District No. 30 (South Cariboo)

And: South Cariboo Teachers' Association

Both parties agree that the following provisions shall apply:

An employee prevented from performing the employee's regular work with the Employer, on account of an occupational accident or sickness that is recognized by the Worker's Compensation Board as compensable within the meaning of the Compensation Act, shall have deductions of that portion of the day not paid by the Worker's Compensation Board made from the Employee's sick leave entitlement for each day the employee is entitled to Worker's Compensation, provided the employee has the requisite number of sick leave days left to the employee's credit.

The employer shall receive the Workers' Compensation cheque and shall pay the employee the employee's regular salary; in the event an employee has not sufficient sick leave entitlement the employee shall receive the Worker's Compensation cheque.

#### **Original signed on behalf of:**

BOARD OF EDUCATION SCHOOL DISTRICT NO. 30 (SOUTH CARIBOO)

SOUTH CARIBOO TEACHERS' ASSOCIATION

**Letter of Understanding**  
**Maternity supplemental unemployment benefits plan**  
**September 1998**

Between: School District No. 74 (Gold Trail)

And: Gold Trail Teachers' Association

With reference to the Letter of Understanding dated 7 March 1991, the parties agree that the following calculations will be used for calculating a teacher's normal weekly salary as detailed in paragraph 6:

1. Normal weekly salary will be based on 2.5% of the employee's annual salary.
2. Supplementation of Employment Insurance benefits will occur from September to June (i.e. not in July and August).

**Original signed on behalf of:**

BOARD OF EDUCATION SCHOOL DISTRICT NO. 74 (GOLD TRAIL)

GOLD TRAIL TEACHERS' ASSOCIATION

## **Letter of Understanding**

### **Article D.21 School Day & Weekly Instructional Assignment**

**March 1999**

Between: School District No. 74 (Gold Trail) & the British Columbia Public School Employers' Association

And: Gold Trail Teachers' Association & the British Columbia Teachers Federation

The parties agree that:

At Gold Bridge Community School and Sk'il' Mountain Community School, the instructional time will not exceed five (5) hours and fifteen (15) minutes and a lunch intermission on Monday through Thursday, and two (2) hours and forty-five (45) minutes on Friday.

#### **Original signed on behalf of:**

BOARD OF EDUCATION SCHOOL DISTRICT NO. 74 (GOLD TRAIL) & THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

GOLD TRAIL TEACHERS' ASSOCIATION & THE BRITISH COLUMBIA TEACHERS' FEDERATION



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