

**WORKING DOCUMENT**

**- BETWEEN -**

**BOARD OF EDUCATION OF**

**SCHOOL DISTRICT 79 (COWICHAN VALLEY)/**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**COWICHAN VALLEY TEACHERS' FEDERATION (LOCAL)/**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Effective July 1, 2019 to 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 BCTF and BCPSEA under the Public Education Labour Relations Act, as those terms and conditions are applicable to this school district. In the event of dispute, the original source documents would be applicable.

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## PREAMBLE

1. During the term of this agreement the parties recognize the duty of the Board and the Local to cooperate fully to provide the highest quality of education service possible.
2. It is the desire of the parties to foster employee morale and to maintain and improve harmonious relations between the Board and the Local through collective bargaining and the Collective Agreement.

## DEFINITIONS

Definitions provided in the School Act, School Act Regulations and the *Labour Relations Code* shall apply in this agreement except when specifically stated otherwise.

**Absence without pay:** absence with loss of salary but no loss of benefits.

**Appointment - continuing:** shall mean an appointment to the staff of the District which shall continue until terminated by resignation or dismissal in accordance with the provisions of this collective agreement.

**Appointment - temporary:** shall mean an appointment to the staff of the District for a specific duration or specific purpose.

**Assignment - comparable, similar, appropriate:** for the purposes of this contract these terms are used to describe teaching positions and are deemed to mean the same.

**Comparable assignments,** when applied in returning from leaves shall mean:

Primary to Primary

Intermediate to Intermediate

(Grades 4 – 7) (Grades 4 – 7)

Secondary to Secondary

(Grades 8 - 12) (Grades 8 - 12)

In secondary programs comparable assignments shall include consideration of subject areas, according to most recent experience and training.

**Classroom:** for the purposes of Article E.15.4.b "classroom" shall mean those areas where instruction, curricular related services or services consistent with the teacher's assignment are normally provided to students by the teacher.

**Instructional contact time:** shall mean that time when a classroom teacher is by assignment in contact with a student or students and offering instruction in courses approved in the Provincial Curriculum or approved Locally Developed Courses or a non classroom teacher is by assignment in contact with and offering other curricular related services to students. This time is inclusive of homeroom periods, but exclusive of recesses and/or class/period changes (cumulatively not exceeding 15 minutes per day) and all other duties of teachers as defined in the School Act and Regulations (S.A. 17(1) and 17 (2) and Reg. 4). (N.B. In the event that the schedule of operation of Cowichan Secondary School is changed so that there are five (5) or more periods per day then the maximum period change allowance will be reviewed.)

**Salary:** salary as prescribed in the grid plus allowances.

**Salary daily rate or daily reduction rate:** 1/200 of annual salary.

**School staff:** the teaching staff of a school, inclusive of all persons who are members of the bargaining unit.

**Split class - elementary:** any class which contains students from more than one grade who are receiving instruction in more than one course.

**Superintendent:** the Superintendent of Schools or designate.

**Teacher:** teachers, speech/language pathologists, certificated teachers teaching on call, who are members of the Local. "Teacher" shall include Occupational Therapists except where the article is specifically identified as not applicable.

**Teacher-in-Charge:** a teacher who is named to be in charge of a school or complex during the absence of the Administrative Officer.

## 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.

- A.1.1 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.
- A.1.2 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.
- A.1.3 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.
- A.1.4
- 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.
- A.1.5
- 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**

- A.2.1 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.
- A.2.2 Pursuant to *PELRA*, the employer in each district recognizes the local [Cowichan Valley Teachers' Federation] in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
- A.2.3 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**

- A.3.1 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.
- A.3.2 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**

- A.4.1 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.
- A.4.2 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. [In S.D. No. 79, this shall not be later than September 15 of any school year or within fifteen (15) days of commencement of duties.]

- A.4.3 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.
- A.4.4 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.
- A.4.5 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**

- A.5.1 Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
- A.5.2 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.
- A.5.3 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.
- A.5.4 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**

### **A.6.1 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**

### **A.6.2 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.

### **A.6.3 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.

### **A.6.4 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.

### **A.6.5 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.

### **A.6.6 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.

### **A.6.7 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.

### **A.6.8 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.

#### **A.6.9 General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
  - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such

meeting is held during instructional hours. If a teacher teaching on call (TTOC) is required, such costs shall be borne by the employer.

- ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
- iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

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

### **A.7.1 Scope**

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

### **A.7.2 Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .

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

### **A.7.3 Local Provisions**

- a. Any grievance that has not been resolved prior to being referred to an arbitration board, as prescribed in Article A.6, may be referred to expedited arbitration by the party initiating the grievance consistent with Articles A.6.6 and A.6.7.
- b. Any grievance, except the following, may be referred by the parties to expedited arbitration:
  - i. dismissals
  - ii. suspensions in excess of ten (10) days
  - iii. evaluations
  - iv. policy or general grievances

## **ARTICLE A.8: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS**

- A.8.1 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.

- A.8.2 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.
- A.8.3 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.
- A.8.4 Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

[See Article G.6]

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

- A.9.1 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.
- A.9.2 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.
- A.9.3 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).
- A.9.4 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**

- A.10.1 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.
- A.10.2 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.

A.10.3 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.

## **Local Articles:**

### **ARTICLE A.11: EXCLUSION FROM THE BARGAINING UNIT**

- A.11.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
- A.11.2 The Board shall notify the Local of all new educational positions offered in the District and submit to the Local office a written description of the new positions.

### **ARTICLE A.12: SCHOOL STAFF COMMITTEE**

- A.12.1 School staffs are encouraged to develop staff committees and have the right to form such committees.
- A.12.2 The size, membership and constitution of the staff committee shall be determined by the staff. In smaller schools the staff may decide to act as a committee of the whole.
- A.12.3 The committee may make recommendations to the staff and to the principal on any area of concern.
- A.12.4 The committee shall have access to its school level monthly expenditure reports, equipment request lists and building/ sites work orders.
- A.12.5 Should the school administration fail to implement any recommendation of the school staff, passed at a regular staff meeting, written reasons for the failure to implement the recommendation shall be provided to the staff. The staff committee may forward a copy of the recommendation and the reasons for failure to implement the recommendation to the Superintendent.
- A.12.6 The functioning of a staff committee shall not contravene the School Act or the authority and responsibility of the administration pursuant to that Act.

### **ARTICLE A.13: LOCAL'S SCHOOL STAFF REPRESENTATIVES**

- A.13.1 The Local's school staff representatives, elected in accordance with Local procedures may:

- a. convene staff meetings in the school outside normal instructional hours to conduct Local business;
- b. be relieved of instructional duties with pay in accordance with Article G.6, to be present at any meeting pursuant to Articles A.14, A.6 and A.7;
- c. be relieved of instructional duties with pay in accordance with Article G.6, in order to investigate or participate in a grievance or arbitration involving this District.

#### **ARTICLE A.14: RIGHT TO REPRESENTATION**

- A.14.1 A representative of the Local may, at the request of any member of the Local, attend a meeting between that Local member and an administrative officer or member of District staff or the Board.
- A.14.2 If any meeting between a Local member and a representative of the Board becomes discipline related, the meeting shall be adjourned until such time as the member has the opportunity to seek Local representation.
- A.14.3 If a meeting between a Local member and a representative of the Board is for disciplinary purposes, a Local representative shall be required to be present.

#### **ARTICLE A.15: BCTF STAFF OR CTF BUSINESS**

- A.15.1 An employee covered by this agreement who is a member of a committee or task force of the CTF shall be entitled to leave without loss of pay to carry out the duties involved provided that the Board is reimbursed for the full costs of the teacher teaching on call (TTOC) employed for the absent teacher.
- A.15.2 The total number of leaves granted pursuant to this Article at the same time, shall not exceed a number that, in the judgment of the Superintendent, after consultation with the President of the Local, or designate, unduly affects the operation of the school(s) concerned.
- A.15.3 Should the Board be unable to obtain the services of a TTOC, the request for leave will be denied.
- A.15.4 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, leave of absence without pay shall be granted for the duration of those duties.

A teacher on leave under this clause for a period of up to two (2) years shall on their return be assigned to the position held prior to the leave if that position still exists.

If the teacher's leave is greater than two (2) years, on return they shall be assigned to a position appropriate to their qualifications, training and experience.

[See also Article G.6.]

## **ARTICLE A.16: USE OF SCHOOL PROPERTY AND FACILITIES**

### **A.16.1 Facilities & Equipment**

Representatives of the Local, and/or members of the B.C. Teachers' Federation as authorized by the Local, shall have the right to transact Local business on school property outside instructional hours, and to use District facilities and equipment. It is agreed that such use is subject to confirmation of the District or school official responsible for such bookings. Such meetings shall not interfere with normal staff responsibilities.

### **A.16.2 Bulletin Boards**

The Local shall have the right to post notices of activities and matters of Local concern on bulletin boards. These bulletin boards shall be provided in each staffroom in each school building or worksite.

A.16.3 The Local shall have in each school building or work site adequate space for the placement of a small, lockable filing cabinet for staff representative use.

### **A.16.4 Internal Mail**

The Local shall have access to the District delivery service and employee mail boxes, free of charge, for communication to Local members. No more than two times per year, the District will, on request of the Local, provide to the Local a list of all teachers' District email addresses.

### **A.16.5 District Web Page**

The District shall have a link to the Local's web page on the District's web page.

## **ARTICLE A.17: PICKET LINES**

A.17.1 All teachers covered under this Agreement shall have the right to refuse to cross or work behind a legally constituted picket line.

A.17.2 In the event that there is a picket line at any school or District facility, the President of the Local or designate and the Superintendent of Schools shall communicate forthwith to determine whether or not such a picket line is a legally constituted picket line as defined in the *Labour Relations Code*.

A.17.3 Failing agreement under A.17.2 above, teachers shall not be required to cross a picket line until it has been declared illegal by the Labour Relations Board or a court.

A.17.4 If the Local President or designate and the Superintendent of Schools agree that the picket line is not legally constituted, the teachers covered by this agreement shall be advised to report to work.

A.17.5 Any teacher failing to report for work for reasons covered by this Article shall be considered to be absent without pay.

- A.17.6 Not crossing a legally constituted picket line encountered in carrying out School Board business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action by the Board.
- A.17.7 The Board shall not request, require, nor direct teachers covered under this agreement to do work or carry out duties normally performed by employees engaged in a strike, or locked out, nor shall teachers request, require, or direct pupils to carry out such duties.

#### **ARTICLE A.18: STAFF ORIENTATION**

- A.18.1 The Board will provide an orientation session for all teachers new to the District within ten (10) days of the commencement of their duties which shall be attended by such teachers and representative(s) of the Local.
- A.18.2 At the session the Board representatives shall acquaint the new teachers with the basic operations of the School District, and the teachers shall complete at that session all necessary employment forms including applicable health and welfare benefits forms.

#### **ARTICLE A.19: COPY OF AGREEMENT**

The Board shall provide every Local member with an electronic copy of this agreement as expeditiously as possible after ratification of the agreement. Bound printed copies of this agreement will be available to all members upon request. In addition, the Board will post a link to this agreement on the school district's website.

#### **ARTICLE A.20: ACCESS TO INFORMATION**

The Board, upon request by the Local, agrees to furnish to the Local or its designated representatives, within five (5) days, any public information the Local deems necessary to fulfill its role as exclusive representative, including other specific information that may be needed to resolve disputes. Access to any file sealed by law or statute is denied.

#### **ARTICLE A.21: BUDGET PROCESS**

- A.21.1 The Board recognizes the value of the involvement of the Local in developing the annual operating budget of the District.
- A.21.2 The Board will consult with the Local on such matters as, but not limited to: class size, instructional programs, support staff levels, staff allocations, supplies and equipment.
- A.21.3 For the purposes of such consultation the Local will, by February 28 in any school year, present to the Board a brief of Local priorities for the ensuing budget year. This brief will be reviewed by a joint committee comprised of five (5) representatives from the Board and five (5) from the Local.

A.21.4 The report of the committee will be considered by the Board during the budget finalization process. After adoption of the budget by the Board the Committee will review the budget specifically in the areas of staff utilization, supplies and equipment.

## **ARTICLE A.22: CONTRACTING OUT**

Except as mutually agreed by the Board and the Local, work of the kind regularly performed by a teacher in the District as part of their regular duties and responsibilities shall not be contracted out. With respect to the work of the Occupational Therapist this agreement shall not be unreasonably denied.

## **ARTICLE A.23: DEDUCTION OF REGULATION BRANCH FEES**

The Board agrees to deduct from the earnings of every teacher holding a letter of appointment such annual fees required for membership in the Teacher Regulation Branch established under the Teaching Profession Act and remit same to the Branch when notified by the Branch.

## **ARTICLE A.24: ADULT EDUCATION INSTRUCTORS**

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No. 65 (Cowichan) and former School District No. 66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the School District No. 79 (Cowichan Valley) agreement.

## **ARTICLE A.25: OCCUPATIONAL THERAPISTS**

The terms and conditions of employment for Occupational Therapists in School District No. 79 (Cowichan Valley) shall be those of this agreement and those articles which are set out specifically for Occupational Therapists, except for those articles which specifically are not applicable as follows:

- Article B.2 TTOC Pay and Benefits
- Article B.3 Salary Determination for Employees in Adult Education
- Article B.37 Teacher Teaching on Call Availability and Working Conditions
- Article D.15.5 Regular Work Year
- Article D.16 Hours Of Work
- Article D.28 Teachers New to the Profession
- Article F.3 Curriculum Implementation
- Article F.4 Secondary Assessment and Accreditation
- Article F.5 Elementary School self-Assessment
- Article G.10 Temporary Teacher Absence

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

### **ARTICLE B.1:      SALARY**

B.1.1 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
- a.      Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
- b.      Effective July 1, 2021 – 2% adjustment to the Local Salary Grids

B.1.2 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.

B.1.3 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

B.1.4 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

B.1.5 Provide for a one percent (1%) increase to the top step of the salary grid effective July 1, 2020.

B.1.6 Effective July 1, 2021 Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/ term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.

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

B.2.1 The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.

B.2.2 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.

B.2.3 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.

B.2.4 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.

B.2.5 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.

B.2.6 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:**

B.2.7 No engagement shall be for less than one-half of a day.

B.2.8 A TTOC who is engaged 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.2.9 A TTOC who is engaged for a half-day and not utilized or utilized for only a portion of the time shall be paid one-half of a full day's wage.

B.2.10 A TTOC shall be required to assume only the duties indicated at the time of engagement.

B.2.11 An engagement can be cancelled without penalty provided that notice is given to the TTOC at least twelve (12) hours prior to the commencement of the assignment.

B.2.12 TTOCs shall be paid semi-monthly. Time assignment sheets shall be forwarded to the School Board Office no later than two (2) days after the pay period ends. Payment of wages shall be within seven (7) work days of the pay period endings, which shall be the 15th day and the last day of each month.

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

B.3.1 The following shall apply to employees providing instruction in adult education programs in these districts:

School District No. 6 (Rocky Mountain) (former S.D. 3 Kimberley)

Employees instructing adult education academic credit courses.

School District No. 36 (Surrey)

Continuing Education employees in the Adult Education High School Completion Program (credit courses) and Adult Education Academic Upgrading Programs (Adult Basic Education, General Education Development, Pre-General Education Development, Literacy and Adult Education English Language Programs).

School District No. 37 (Delta)

Employees teaching Adult Education academic programs including: High School Completion Program, Pathfinder High School Completion Program, Academic Business Education Program, General Equivalency Diploma Program, Adult Basic Education Program, Adult English as a Second Language Program, and Adult Special Education Program, in the Continuing Education Division.

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

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

School District No. 42 (Maple Ridge)

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

School District No. 43 (Coquitlam)

Employees teaching Adult Education Academic Programs including Adult Basic Education, ESL Academic Stream, High School Credit Courses and English as a Second Language

School District No. 79 (Cowichan Valley) (former S.D. 66 Lake Cowichan).

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs.

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

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

- B.4.1 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.
- B.4.2 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.

#### **Local Provisions:**

- B.4.3 The remittance schedule shall be as follows: by the 10<sup>th</sup> of the month following that in which the deductions are made.

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

- B.5.1 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.

- B.5.2 Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
- B.5.3 The BCTF Plan shall be made available in all districts not included in Article B.5.2.
- B.5.4 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.
- B.5.5 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.
- B.5.6 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.
- B.5.7 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.
- B.5.8 An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
- B.5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- B.5.10 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.
- B.5.11 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**

- B.6.1 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.
- B.6.2 In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
- B.6.3 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**

### **B.7.1 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.

- B.7.2 Provincial Article B.7.2 does not apply in School District No. 79 (Cowichan Valley). See Article B.7.3 below.

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

### **Local Provisions:**

### **B.7.3 Personal Property**

The Board shall reimburse a teacher for the loss by theft, fire or malicious damage to personal property stored on School District property to a maximum of two hundred dollars (\$200) or the deductible of the teacher's homeowner or renter's policy, whichever is the lesser of the two amounts.

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

- B.8.1 Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
- B.8.2 A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.

- B.8.3 An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
- B.8.4 An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- B.8.5 Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
- B.8.6 Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- B.8.7 An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
- B.8.8 Interest earned by the Plan in the months of April through August shall be retained by the employer.
- B.8.9 The employer shall inform employees of the Plan at the time of hire.
- B.8.10 Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

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

Provincial Article B.9.1 through B.9.3 are not applicable in School District No. 79 (Cowichan Valley). See Article B.9.4 below.

### **Local Provisions:**

- B.9.4 The Board will pay teachers semi-monthly, except for teachers teaching on call (TTOC). The payment shall be made on the fifteenth (15<sup>th</sup>) and the last day of the month.
- Each payment shall be approximately fifty per cent (50%) of the net monthly pay.
- B.9.5 When a payday falls on a statutory holiday or a weekend the salary payment shall be made on the preceding working day.

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

- B.10.1 Provincial Article B.10.1 does not apply in School District No. 79 (Cowichan Valley). See Article B.10.6 below.
- B.10.2 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.
- B.10.3 The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.
- B.10.4 Employees shall be reimbursed for travel costs as outlined below:

[Provincial Article B.10.4.a through B.10.4.f do not apply in School District No. 79 (Cowichan Valley)]

- g. School Districts No. 50, 72 and 85

The Board agrees to reimburse non-resident employees working in a community to which they are involuntarily transferred, or assigned as a result of the layoff/recall process. Reimbursement will be for the standard fares associated with ferry travel required due to such an involuntary transfer or assignment as described above. Reimbursement will be based upon production of receipts. Employees who worked in a community other than the one in which they resided prior to such assignment and/or transfer are not eligible for reimbursements.

School District No. 79

The Board agrees to reimburse non-resident employees working on Thetis Island for standard fares associated with ferry travel required by the Board. Reimbursement will be based upon production of receipts.

School Districts 70 and 84

During the term of the collective agreement, should the Board in School District No. 84 and/or School District No. 70 change their policies and/or practices with respect to ferry/water taxi travel such that additional costs would be borne by employees, the BCTF may refer the issue to Judi Korbin for consideration within the context of Article B.10.5.

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

**Local Provisions:**

B.10.6 Kilometrage Allowance

- a. Teachers who use their own vehicles to conduct approved School District business shall be paid a kilometrage allowance.
- b. The allowance paid shall be equivalent to that received by District Staff.

**ARTICLE B.11: BENEFITS**

B.11.1 The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.

B.11.2 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.

B.11.3 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.

B.11.4 The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

Note: this language applies only where the local union has voted to adopt the Provincial Extended Health Benefit Plan.

**Local Provisions:**

B.11.5 The Board shall pay eighty per cent (80%) of the premium cost of the Medical Services Plan of B.C. for each full and part-time teacher employed by the Board

B.11.6 The Board shall pay one hundred per cent (100%) of the premium cost of the Extended Health Care Plan for each full and part-time teacher employed by the Board. *[Refer to Appendix A to Letter of Understanding No. 9]*

B.11.7 The Board shall pay one hundred per cent (100%) of the premium cost of a mutually agreed upon Dental Care plan for each full and part-time teacher employed by the Board. The plan will include the following coverage:

- a. eighty-five per cent (85%) of Plan "A" basic service.
- b. sixty per cent (60%) of Plan "B" prosthetic appliance, crown and bridge.
- c. seventy-five per cent (75%) of Plan "C" orthodontics (five thousand dollar (\$5,000) lifetime limit).

- B.11.8 The Board shall pay sixty per cent (60%) of the premiums of the BCTF/BCSTA Group Insurance Plan "B" for each full and part-time teacher employed by the Board.
- B.11.9 The Board shall administer the BCTF Optional Term Life Insurance Plan and deduct the monthly premium from those teachers participating in the plan.
- B.11.10 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 the 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 Continuance Plan (Long Term) for each of the plans in which the teacher was a participant in at the time the absence began.

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

### **B.12.1 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.

### **B.12.2 Criteria for Category 5+**

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

### **B.12.3 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.

#### B.12.4 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**

B.13.1 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.

#### **Local Articles:**

### **ARTICLE B.21: PLACEMENT ON SCHEDULE**

B.21.1 Except as otherwise provided, the placement of each teacher upon the schedule shall be in accordance with:

- a. Certification. The teacher's qualifications as most recently determined by the Registrar of the Ministry of Education or the Teacher Regulation Branch.
- b. Category. The teacher's category placement as most recently determined by the Teacher Qualifications Service.
- c. Experience. The teacher's experience as determined pursuant to this Agreement.

B.21.2 Letter of Permission

Persons holding a Letter of Permission whose years of experience can be equated to years of university training shall be placed one category below that which would apply if their total years of training had included one year of teacher preparation.

Persons holding a Letter of Permission whose years of preparation cannot be equated to years of university training shall be placed in a salary category which will provide a salary appropriate to their teaching function.

Notwithstanding the foregoing, persons teaching under Letter of Permission will not be placed above Category 4, nor will experience increments be credited.

B.21.3 The salary schedule is a basic scale, however, and the Board reserves the right to pay any teacher a salary higher than that provided in the schedule, in which case the Local shall be consulted.

## **ARTICLE B.22: RECLASSIFICATION**

- B.22.1 Reclassification of a teacher in consequence of additional training and salary increase resulting from such reclassification will be effected in accordance with the following.
- B.22.2 Where a teacher desires to obtain a certificate of a different grade or class, application for a change in certification with supporting evidence shall be made by the teacher to the Teacher Regulation Branch and/or the Provincial Teacher Qualification Service, and on receipt of the confirmation of the eligibility for the change, the teacher shall notify forthwith the Board that they have received the confirmation.
- B.22.3 Change in certification and any resulting salary adjustment shall be effective from the date assigned on the salary category classification card issued by the Teacher Qualification Service.

## **ARTICLE B.23: EXPERIENCE**

- B.23.1 Full recognition of previous teaching experience shall be given upon the teacher producing documentary evidence substantiating that the experience has been gained in government supported, inspected and supervised schools.
- B.23.2 Where the Superintendent has been able to observe a teacher in a private school not referred to in Article B.23.1 above, the Board may, on the recommendation of the Superintendent, credit a portion of that teacher's experience in that private school.
- B.23.3 One-half of the Industrial Education teacher's substantiated journeyman experience in related fields will be recognized up to a maximum of ten (10) years journeyman experience, i.e., a placement up to the fifth year on the scale.
- B.23.4 Upon substantiation of previous experience in other vocational fields directly related to courses taught by the teacher, a Committee of the Board shall determine placement on scale for that experience up to the fifth year on the scale.
- B.23.5 Teaching service in Provincial Government schools, where the service is deemed equivalent to that in the public school system, and educational administrative service on staff of the provincial Ministry of Education, carry full credit.
- B.23.6 Service as a member of a Faculty of Education recognized by the Ministry of Education of British Columbia for certification purpose shall carry full experience.
- B.23.7 Full credit is allowed for experience in schools that are government tax-supported and supervised, or are under comparable authorities in other countries.
- B.23.8 Teachers qualify for experience credit proportionate to the percentage of time they are employed, with the requirement that for a year's credit the cumulative percentage of time over a number of years must equate to at least ten (10) months full-time employment.

B.23.9 Definition of one month:

All full teaching days in a continuing contract month including: at least fifty per-cent (50%) of the teaching days in the month of appointment; at least fifty per-cent (50%) of the teaching days in the month of resignation.

B.23.10 Appeals

Teachers who consider that credit for years of experience has not been granted in accordance with the Agreement must apply for adjustment within eight weeks after employment. Any appeals for adjustment after these dates shall be effective at the start of the month following the application if approved.

B.23.11 Increments

The zero-date will be the first day of continuing full-time, temporary full-time, continuing part-time, or temporary part-time teaching in any government supported, inspected and supervised school recognized for experience purposes under Article B.23.1 to B.23.8.

- a. A Teacher Teaching on Call (TTOC) shall earn an increment for every 190 days service to the District.

A call out for a full day shall constitute a full day's service to the District.

A call out for a half day shall constitute a half day of service.

- b. A TTOC shall earn experience credit and increment in accordance with Article C.4 TTOC Employment.

B.23.12 Increment Date

Providing that a teacher has not reached the maximum salary according to their certification and experience, an increment shall be awarded on the first of the month which follows the required accumulation of experience for increment credit.

B.23.13 The Anniversary Date

The anniversary date will be the effective date on which a teacher is employed by the Board.

B.23.14 A year's credit equals one increment and is defined as ten (10) months.

B.23.15 Experience credit may be given by the Board in extenuating circumstances to a teacher who has been granted leave of absence for a compulsory break in service.

B.23.16 Increment Calculation

- a. Add the number of months teaching experience accrued from the zero date.

- b. Divide the sum of these months of teaching experience by ten (10).

- c. The derived quotient will equal the number of increments to be awarded, the remainder will be carried forward to the next increment calculation.

#### B.23.17 Occupational Therapists

- a. Experience recognition shall be granted in accordance with the applicable provisions of this article for professional employment as an occupational therapist in a school district, hospital, clinic or government funded agency, provided that employment shall be deemed to be equivalent to one full work year as follows:
  - i. for school district employment, ten (10) months,
  - ii. for other employment, twelve (12) months.
- b. For increment purposes, one full work year as an occupational therapist in School District No. 79 shall be 1400 hours.

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

#### B.24.1 Job Descriptions

The Board, in consultation with the Local, will prepare and maintain job descriptions for all positions of special responsibility. These positions shall include, but not be limited to, Head Teachers, Department Heads, Teachers-in-Charge, Supervisors, Area Counsellors and Coordinators.

These descriptions shall be the recognized job descriptions for such positions.

#### B.24.2 New Positions or Amendments

- a. The Board in consultation with the Local shall prepare a new job description whenever a new position of special responsibility is created or whenever the duties of an existing position are changed. When such a position is created or changed, the allowance shall be subject to negotiation between the Board and the Local.
- b. Job descriptions shall be presented to the Local and shall become the recognized job descriptions unless the Local presents written objections within thirty (30) calendar days of the submission of the descriptions by the Board. If such objections cannot be resolved the description submitted by the Board shall become the recognized and applicable job description.

#### B.24.3 Elimination of Positions

Existing positions of special responsibility shall not be eliminated without the prior agreement of the Local.

B.24.4 Head Teachers/Department Heads

- a. Allowances payable to Head Teachers and Department Heads shall be: 3.5% of Category 6 Maximum.
- b. All Head Teachers and Department Heads shall receive the equivalent of one (1) day per month free from instructional duties to perform the duties of their position.

*[Note: See Local Letter of Understanding re: Department Heads: Middle and Secondary Schools.]*

B.24.5 Teacher-In-Charge

When the absence of a Principal/Vice-Principal requires the assistance of a member of staff to assume the duties of teacher-in charge the following shall apply.

- a. The minimum absence of the Principal/Vice-Principal must be two (2) hours.
- b. The Teacher-In-Charge shall normally assume only responsibility for the immediate safety and security of the students and facilities.
- c. A teacher teaching on call (TTOC) be provided for the Teacher-In-Charge only if these duties, or other duties assigned, will require the Teacher-In-Charge to be out of their classroom, and in this case the amount of TTOC time will reflect the administrative load of the absent Principal/Vice-Principal.
- d. A teacher assuming the duties of Teacher-In-Charge shall receive an allowance, per half day, as follows:

Effective July 1, 2019	\$12.59
Effective July 1, 2020	\$12.84
Effective July 1, 2021	\$13.10

- e. When the Principal/Vice-Principal does not appoint a Teacher-In-Charge, no member of the teaching staff shall be held liable for failure to assume these duties.
- f. No staff member shall be required to act as Teacher-In-Charge.

B.24.6 District Staff

- a. Special Counsellors, Primary Consultants, Coordinators of: Staff and Student Development, Library Services, Indigenous Education, Work Study/Work Experience, Assessment Centre, Intermediate Programs, will receive the following:
  - i. 4.3% of Category 6 Maximum per annum for the first year of service in the position in the District;
  - ii. 6.4% of Category 6 Maximum per annum for the second year of service in the position in the District;

- iii. 8.5% of Category 6 Maximum per annum for the third year of service in the position in the District.

B.24.7 The teacher assigned to Thetis Island School shall receive an annual allowance of 1.5% of Category 6 Maximum.

B.24.8 First Aid Attendants

Teachers designated by the Board to provide first aid service, who have the level of certification required by Workers Compensation Board, shall be paid an allowance as follows:

- a. teachers holding a Safety Oriented First Aid certificate, per month:

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

- b. teachers holding an Occupational First Aid Level 1 certificate, per month:

Effective July 1, 2019	\$50.34
Effective July 1, 2020	\$51.34
Effective July 1, 2021	\$52.37

- c. teachers holding an Occupational First Aid Level 2 certificate, per month:

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

- d. teachers holding an Occupational First Aid Level 3 certificate, per month:

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

**ARTICLE B.25: ASSOCIATED PROFESSIONALS**

B.25.1 Associated Professionals shall be placed on the basic salary grid in accordance with their years of academic training and years of appropriate experience.

B.25.2 The category placement of Occupational Therapists shall be determined in line with the principles established by the Teacher Qualification Service and this article.

B.25.3 Placement on scale shall be assigned as follows.

- a. Persons holding a diploma or a 4-year Bachelor's Degree shall be placed on Category 4.

- b. Persons with five (5) years of post-secondary training and holding a degree or degrees shall be placed on Category 5.
- c. Persons with six (6) years of post-secondary training and holding a Masters Degree shall be placed in Category 6.
- d. Years of experience shall be adjudicated in accordance with the provisions of Article B.23 (Experience).

B.25.4 All other legally applicable terms and conditions of employment established in this agreement shall apply.

#### **ARTICLE B.26: PART YEAR AND PART MONTH EMPLOYMENT**

B.26.1 A teacher under contract shall be paid one/tenth (1/10) of current annual salary in respect of each month in which the teacher works all required days.

B.26.2 For purposes of Article B.26.1, required days on which the teacher is on authorized leave of absence shall be deemed to be days of work, and deductions (if any) which are authorized by this agreement or the School Act in respect of such leave of absence shall be made from the monthly payment provided in Article B.30.

B.26.3 When a teacher is appointed to a position after the beginning of the month, or a teacher leaves a position before the end of a month, they shall be paid as follows.

- a. If the month contains twenty (20) or fewer required days then a deduction of 1/200th of the annual salary shall be made for each required day that the teacher did not work.
- b. If the month contains more than twenty (20) required days then the teacher shall be paid 1/200th of annual salary for each day worked.

Nothing in this clause shall entitle a teacher to any payment that they would not otherwise be entitled to, should they leave their employment before the end of the month, without the authority or prior approval of the Board.

#### **ARTICLE B.28: PAY STATEMENT INFORMATION**

Where there is an adjustment made to a teacher's salary, the reason for the change and the amount of the adjustment shall be stated either on the pay statement or on an attachment to the pay statement.

#### **ARTICLE B.29: NO CUTS IN SALARY**

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

## **ARTICLE B.30: TEACHERS' SALARY SCALE**

- B.30.1 The grid figures stated are for teachers teaching "full-time".
- B.30.2 The salary of part-time teachers shall equate proportionally to the time of the teaching assignment of the full-time equivalency provided on the grid for a teacher with identical teaching certificate and years of teaching experience recognized in accordance with the provisions of Article B.23.
- B.30.3 Occupational Therapists
- For Occupational Therapists, the full time salaries on the grid shall be based on 1400 hours of employment. The salary shall be prorated according to the FTE level for an Occupational Therapist whose appointment is less than 1.0.FTE.
- B.30.4 Basic Salary Grid: See Appendix A.

## **ARTICLE B.35: DEATH BENEFIT**

- B.35.1 In the event of the death of a teacher employed on a continuing contract, the Board shall pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which they were last employed by the Board.
- B.35.2 Where the deceased teacher was enrolled in the medical, extended health and dental benefits plans under this agreement, the Board shall continue to provide coverage to the dependents of the deceased teacher for a period of three (3) months after the death of the teacher. Eligible dependents shall be notified, in writing, of the terms of this provision of the contract.

## **ARTICLE B.37: TEACHER TEACHING ON CALL AVAILABILITY AND WORKING CONDITIONS**

- B.37.1 The Board shall maintain a list of persons who hold B.C. Teaching Certification (the Teacher Teaching on Call List) and who have requested to be placed on that list and have been approved by the Superintendent. The Board shall forward a copy of the Teacher Teaching on Call (TTOC) List to the Local each time it is printed and distributed to schools.
- B.37.2 When a vacancy cannot be filled immediately by a person with B.C. teaching certification from the TTOC List a person with special knowledge and an aptitude for classroom instruction may be hired, until a qualified person on the TTOC List is available.
- B.37.3 In October of each school year the Superintendent will hold a District orientation meeting for all persons then on the TTOC List who wish to attend.

- B.37.4 a. Except in emergent or unforeseen situations, or as provided in Article G.20 or Article B.37.4.b, a TTOC will be engaged when a teacher who registers a class or a school-based resource teacher is absent.
- b. When one teacher in a job-sharing situation is absent, their partner may be asked, but shall not be required, to take over the whole assignment. This also applies to principal/principal's relief absences.
- B.37.5 When a teacher is absent for an indefinite time, the TTOC who is replacing that teacher shall, on the sixth (6th) consecutive day, have the right to continue the assignment for a period of up to twenty (20) days or until the vacancy is filled by an appointment.
- B.37.6 When the Board knows a teacher will be absent for more than twenty (20) teaching days, the vacancy shall be filled by appointment to a temporary contract. When a TTOC completes twenty (20) days continuous teaching on the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
- B.37.7 TTOCs shall not be subject to any of the provisions of this agreement other than this Article and any other Article where so specifically stated.

The following provisions shall also apply to TTOCs

Preamble

Definitions

Section A: All Articles except:

- A.6 Grievance Procedure as it pertains to Articles B.2, B.37 only
- A.7.3 Expedited Arbitration as it pertains to Articles B.2, B.37 only
- A.8 Leave for Provincial Contract Negotiations
- A.15 BCTF Staff and CTF Business
- A.18 Staff Orientation
- A.24 Adult Education Instructors
- A.25 Occupational Therapist

Section B: all Articles except:

- B.5 RRSP
- B.9 Pay Periods
- B.24 Positions of Special Responsibility
- B.25 Associated Professionals
- B.26 Part Year and Part Month Employment
- B.38 Deferred Salary Retirement Plan

Section C: Only the following Articles:

- C.4 TTOC Employment
- C.16 Disciplinary Action for Cause, Misconduct

Section D: Only the following Articles:

- D.1 Class Size and Teacher Workload
- D.16 Hours of Work

- D.17 Duration of School Day
- D.18 Extra-curricular Activities
- D.20 Supervision Duties
- D.24 Teachers Assistants
- D.25 Education Health & Safety
- D.26 Student Medication Procedures

Section E and F: Only the following Articles:

- E.1 Non-Sexist Environment
- E.2 Harassment/Sexual Harassment
- E.12 Vacancies
- E.17 School Act Appeals
- E.18 No Discrimination
- E.19 Falsely Accused Employee Assistance
- F.2 Professional Autonomy

Section G: Only the following Articles:

- G.7 TTOCs Conducting Union Business
- G.8 Teachers Teaching on Call – Conducting Union Business Negotiating Team

**ARTICLE B.38: DEFERRED SALARY RETIREMENT PLAN**

- B.38.1 There shall be available to all eligible teachers in the District membership in a Deferred Salary Retirement Plan.
- B.38.2 This plan shall be administered on behalf of the Board and the Local by a trustee agreed to by the Parties.

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1:      RESIGNATION**

C.1.1 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.

C.1.2 The employer shall provide the local with a copy of any notice of resignation when it is received.

### **ARTICLE C.2:      SENIORITY**

C.2.1 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.

#### C.2.2 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.

#### C.2.3 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.

C.2.4 An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.

C.2.5 No employee shall accumulate more than one (1) year of seniority credit in any school year.

**Local Provisions:**

C.2.7 Principle of Seniority

The Board and the Local agree that increased length of service in the employment of the Board entitles employees to commensurate increase in security of employment.

C.2.8 Determination of Seniority

In this agreement seniority applies to employees with a continuing appointment, and means an employee's continuous length of service in the employment of the Board inclusive of service under temporary appointment and part-time employment.

Part-time employees working a full year shall be credited with one year of seniority.

C.2.9 In addition to the provisions of Article C.2.8 the seniority of an employee on a continuing contract shall include:

- a. Seniority accumulated pursuant to Article C.2.3; and
- b. Seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than 1 year of seniority for any calendar year.

C.2.10 When the seniority of two or more employees is equal pursuant to Article C.2.8 and C.2.9 the employee with the greatest aggregate employment under appointment with the Board shall be deemed to have the greatest seniority.

- C.2.11 When the seniority of two or more employees is equal pursuant to Article C.2.10 the employee who has some days of TTOC teaching with the Board after January 1, 1980 shall be deemed to have the greatest seniority. Notwithstanding the foregoing, no employee shall receive credit for days of TTOC teaching in any of the years after January 1, 1980 if, in that period of time, they held a regular part-time appointment.
- C.2.12 When the seniority of two or more employees is equal pursuant to Article C.2.11 the employee with the greatest aggregate length of service with another school authority recognized for salary experience in this agreement shall be deemed to have the greatest seniority.
- C.2.13 When the seniority of two or more employees is equal pursuant to Article C.2.12 the employee with the earliest notice of appointment with the Board, as recorded on the employee's personnel file kept by the Board, shall be deemed to have the greatest seniority.
- C.2.14 When School District No. 79 (Cowichan Valley) absorbs a school district, or portion thereof, the seniority of employees from that school district will be determined by the aforementioned provisions, Articles C.2.7 to C.2.13, and those employees shall be placed on the seniority list of the District. The Board will take all action necessary to minimize the negative financial impact on the School District by an absorption of another school district or portion thereof or amalgamation with another school district. In particular the Board will take all reasonable steps to ensure that the amalgamation of the seniority list of such district with the seniority list of the Board does not unnecessarily result in the termination of employees employed by the Board prior to the amalgamation or absorption.
- C.2.15 For the purposes of this Article leaves of absence in excess of one month shall not count towards continuous and/or aggregate length of service with the Board except:
- maternity leave;
  - educational leave with pay or leave with pay for retraining purposes;
  - parental leave;
  - leave for duties with the Local, the B.C. Teachers' Federation, the Canadian Teachers' Federation, or B.C. Teacher Regulation Branch;
  - secondment to a provincial ministry, a faculty of education at an accredited Canadian university, or a recognized teacher exchange program;
  - paid sick leave;
  - leave for teaching with the Government of Canada or any of the Government of Canada sponsored teaching exchange programs, i.e., Department of National Defense, Canadian Universities Overseas, C.I.D.A. or the Department of External Affairs;
  - leaves to take up elected office at the local, provincial or national level, for a maximum of one term.

-compassionate care leave pursuant to G.2

Leaves of absence of one month or less shall count towards continuous and/or aggregate length of service with the Board, regardless of the number of such leaves taken.

C.2.16 All other extended leaves of absence including those pursuant to the terms of the Deferred Salary Leave Plan shall not count toward continuous and/or aggregate length of service with the Board, but shall be deemed not to have broken continuity of service.

C.2.17 Employees with a continuing appointment whose names are placed on a recall list shall maintain continuity of service for seniority purposes while their names remain on the recall list.

C.2.18 Seniority List

The Board shall, by October 15 in each year, forward to the Local a list of all employees employed by the Board as of that date and those employees on the re-engagement list as outlined in Article C.5, in order of seniority calculated under this Article establishing the length of seniority and identifying the application of tie-breakers as of July 1 of that year.

C.2.19 The Local shall, by November 15 of the same year, return to the Board a copy of the list signed as approved by the President of the Local.

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

C.3.1 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**

C.4.1 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.

C.4.2 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.

*[Note: This Article C.4 TTOC Employment is effective as of September 19, 2014, also see LOU 11]*

## Local Articles:

### ARTICLE C.5: LAY-OFF AND RECALL

#### C.5.1 General

Where the Board considers that it is necessary to reduce the total number of teachers employed by the Board on a continuing appointment, it shall be done in accordance with the provisions of this Article. Nothing in this Article is intended to interfere with the Board's authority regarding suspension, dismissal or lay-off of continuing teachers pursuant to other provisions in this agreement.

C.5.2 When the Board determines that it is necessary to reduce the total number of teachers employed on a continuing appointment by the Board, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority provided they possess the necessary qualifications for the positions available.

#### C.5.3 Definition of Necessary Qualifications

In this Article necessary qualifications, as they apply to a teaching position, mean the possession of a valid teaching certificate for the Province of British Columbia and:

- a. teaching experience in a similar position; or
- b. a reasonable expectation, based on applicable qualifications, training and experience, that the teacher will be able to perform the duties of the position in a satisfactory manner following a reasonable period of familiarization.

C.5.4 Where the Board proposes to lay off a teacher in accordance with this Agreement, the Board shall deliver to that teacher a written notice setting forth:

- a. the reason for the lay-off;
- b. the date that their services are no longer required;
- c. the date that their employment ceases;
- d. a statement of the teacher's rights to recall under this Article and to severance pay under Article C.6;
- e. information on positions held by less senior teachers. This information shall be available to teachers in receipt of lay-off notice and to the Local through the office of the Superintendent of Schools.

The above-mentioned notice shall be delivered at least thirty (30) days prior to the effective date. The effective dates shall only be

December 31

January 31

June 30

#### C.5.5 Recall

When a position on the teaching staff of the School District becomes available, the Board shall offer recall to the teacher who has the most seniority amongst those on the lay-off list, provided that the teacher possesses the necessary qualifications for the available position.

If that teacher declines the offer, the position shall be offered to another teacher on the lay-off list on the same basis as set out above and the process shall be repeated until the position is filled.

All positions shall be filled in this manner while there are teachers remaining on the lay-off list who have rights of recall pursuant to this Article.

C.5.6 A teacher who is offered recall pursuant to Article C.5.5 shall inform the Board whether or not the offer is accepted within forty-eight (48) hours of the acknowledged receipt of such offer, exclusive of weekends and statutory holidays.

C.5.7 The Board shall allow ten (10) days from the acceptance of an offer under Article C.5.6 for the teacher to commence teaching duties, providing that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed but shall not exceed thirty (30) days.

C.5.8 A teacher's right to recall under this Article is lost:

- a. if the teacher refuses to accept two positions equal in time to their continuing appointment recall status for which they possess the necessary qualifications and experience; or
- b. if twenty-four (24) calendar months elapse from the date of lay-off under this Article and the teacher has not been recalled; or
- c. if the teacher accepts a continuing teaching appointment with another school district; or
- d. if the teacher notifies the Board in writing that they are no longer available; or
- e. if the teacher fails to respond to an offer of recall within ten (10) days of the date the notice is sent by courier to the last recorded address; or
- f. if the teacher accepts severance pay under Article C.6.

C.5.9 Article C.5.8.a does not apply if at the time of such offers the teacher would be entitled to maternity leave or is attending a post-secondary institution.

C.5.10 Upon recall a teacher shall retain their continuing appointment recall status even though this recall may be for a specified term and/or for a percentage of employment different from the continuing appointment recall status.

C.5.11 A teacher may claim a position(s) of equal, less, or more time to that which the teacher held when their continuing appointment recall status was received.

C.5.12 The Board shall maintain a recall list, copies of which shall be available to the Local upon request. A teacher on the recall list shall be responsible for keeping the office of the Superintendent of Schools informed of changes to contact information to ensure timely communication.

C.5.13 Benefits on Lay-off

A teacher on lay-off who retains rights of recall pursuant to this Article shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this agreement, by payment of the full costs of such benefits to the Board in advance, subject to the approval of the insurance carrier and provided that the teacher is not otherwise employed.

C.5.14 Sick Leave

A teacher recalled pursuant to this Article shall have reinstated all sick leave credit accumulated at the date of lay-off.

## **ARTICLE C.6: SEVERANCE PAY**

C.6.1 A teacher on continuing appointment who has one or more years of continuous employment and who is laid off, may elect to receive severance pay at any time prior to October 1 in the calendar year following the year of lay-off, and shall receive such pay within one (1) month after election, or by agreement subject to full payment being made within twelve (12) months of the election date.

For purposes of this clause lay-off at December 31 shall be deemed to be effective January 1 of the year following.

C.6.2 Severance pay shall be calculated at the rate of five per cent (5%) of one year's salary for each year of service (pro-rated for part-time teachers) to a maximum of two (2) years' salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of their termination. In a case where a teacher has been requested by the Board to accept a position which is less than full-time in the year prior to their termination, severance pay shall be calculated on the greater annual maximum salary of the two years prior to the termination.

C.6.3 A teacher who receives severance pay pursuant to this Article and who is subsequently rehired by the Board, shall retain any payment made under the terms of this Article. For purposes of Article C.6.2 the calculation of years of service shall commence from the date of such rehiring.

## **ARTICLE C.11: EMPLOYMENT ON CONTINUING CONTRACT**

All teachers appointed by the Board to the teaching staff of the District, except as otherwise provided, shall be given continuing appointments pursuant to the provisions of this agreement.

## **ARTICLE C.12: TEMPORARY APPOINTMENTS**

- C.12.1 Temporary appointments may be made to fill temporary positions or continuing positions temporarily vacant.
- C.12.2 All temporary appointments shall expire not later than the June 30 following the date of the commencement of the appointment.
- C.12.3 Conversion:
- Except as provided in Article C.12.4, teachers who have completed two (2) temporary contracts totalling at least ten (10) months within the past thirty (30) months shall, if engaged again, receive a continuing appointment.
- C.12.4 Retroactive Contracts.
- Retroactive appointments provided under Article B.37.6 after twenty (20) days of teacher teaching on call service shall not be counted unless the appointment is renewed.
- C.12.5 Teachers given temporary appointments shall be entitled to enroll in any of the welfare benefit plans provided in this contract to which their appointment gives eligibility.

## **ARTICLE C.14: PART-TIME TEACHERS' EMPLOYMENT RIGHTS**

- C.14.1 A teacher with a continuing full-time appointment to the teaching staff of the District may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time, and the length of time for which the part-time assignment is requested. The Board shall not unreasonably refuse such a request.
- C.14.2 When the request under Article C.14.1 above is granted by the Board the teacher shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The teacher may return to a full-time assignment at an earlier date, provided reasonable notice has been given, or may make an additional request pursuant to Article C.14.1.
- C.14.3 A teacher with a continuing part-time appointment may, without prejudice to that appointment, request an additional temporary part-time appointment for a specified fraction of time.
- C.14.4 Part-time contract teachers shall be paid that portion of their regular scale placement that relates to their part-time teaching appointment.
- C.14.5 Such part-time teachers will be entitled for enrolment in any of the health and welfare benefits for which they are eligible, and will share the relevant premium costs as provided in this agreement. Sick leave credit entitlement will be as set out in Article G.21.

- C.14.6 Two teachers on continuing appointment may jointly request a specified job-sharing assignment in respect of a single full-time position. The Board shall not unreasonably refuse such a request. Where the request is granted:
- a. salary shall be prorated according to the percentage of time worked by each teacher;
  - b. when one of the teachers agrees to work due to the temporary absence or illness of the other teacher, that teacher shall receive payment at full pro rata scale placement for all such work.
- C.14.7 Contact hours for part-time teachers shall be prorated on the basis of the hours described in Article D.16.
- C.14.8 Part-time teachers will receive payment at full scale placement whenever they are required to work beyond their regular hours for student/parent/teacher interviews.

#### **ARTICLE C.15: DISMISSAL FOR CAUSE BASED ON PERFORMANCE**

- C.15.1 Where a report written under Article E.15 reports less than satisfactory performance on the part of the teacher a plan of assistance shall be prepared. By the agreement of the Local and the Board, the plan of assistance may be preceded by the transfer of the teacher to another school.
- a. Where possible the plan will be developed jointly by the teacher, the Board and the Local. Failing this, the Board will prepare the plan, in which case the second report referred to below will not be written in less than three (3) months.
  - b. The costs of the plan will be borne by the Board.
- C.15.2 When an evaluation report rates a teacher's performance as poor, the Board may, after consultation with the Local, remove the teacher from that classroom and reassign them for immediate remedial action.
- a. The plan of assistance developed under the provisions of Article C.15.1 above shall outline the remedial action to be undertaken.
  - b. Observations for evaluation purposes shall not be undertaken for the first twenty (20) teaching days after a teacher has returned to the same or a new assignment.
  - c. Following each observation the evaluator shall provide the teacher with an opportunity to discuss the evaluator's observations and impressions before the next observation.
- C.15.3 A second report shall be written independently by a different evaluator, not a vice-principal, after the plan of assistance has been completed.
- a. The teacher shall have two (2) teaching days to consider a draft of the report and submit corrections to erroneous matters of fact before the report is finalized.

- b. A teacher may, within thirty (30) days of receipt of a written report, submit a written response to it which shall be attached to and filed as part of the report.
- C.15.4 If the second report indicates satisfactory performance, the next report will be written in conformance with Article E.15.1.
- C.15.5 If the second report indicates less than satisfactory performance, then the third report shall be written independently by a third evaluator, not a vice-principal. If the second evaluator so recommends, further remedial action will be offered to the teacher.
- C.15.6 If the third report indicates satisfactory performance, the next report will be written in conformance with Article E.15.1.
- C.15.7 The reports shall be written independently of each other and shall be based solely on the evaluator's own observations. The evaluators shall not collaborate, except as provided in the School Act s.20 (3), with respect to determining the results of the evaluation.
- C.15.8 A teacher may be dismissed for cause when the teacher has received three (3) consecutive reports indicating less than satisfactory performance, and in this case the provisions of Article C.16.5 shall apply.
- C.15.9 It is the intent of both parties to this Agreement that no evaluation or any other action taken in accordance with this Article shall be nullified merely because of an error both parties acknowledge as technical.

## **ARTICLE C.16: DISCIPLINARY ACTION FOR CAUSE, MISCONDUCT**

- C.16.1 The Board shall not discipline or dismiss any person bound by this agreement save and except for reasonable cause.
- C.16.2 Prior to the imposition of any disciplinary action, under Article C.16.1 above, the teacher and the Local shall promptly be advised, in writing, of the particulars of any allegations and the teacher shall meet with the Superintendent regarding the allegations subject to any exceptions established in law and subject to any criminal investigation.
  - a. At the meeting referred to in Article C.16.2, the teacher shall be accompanied by a Local representative and may review any available relevant documents and respond to the allegations.
- C.16.3 When the Board is considering taking action under Article C.16.1 the following process shall apply:
  - a. The Board shall provide the teacher and the Local with the grounds in writing for the intended action under Article C.16.1 and shall appoint a day within seven (7) school days on which the teacher and their representative may meet the Board and its Superintendent or a committee of the Board and its Superintendent.

- b. The Local on behalf of the teacher may file a written reply to the allegations prior to the meeting.
  - c. The Board and the teacher may agree to extend the seven (7) day notice period in Article C.16.3.a.
  - d. The teacher and the Local shall be provided with any documents which the Board intends to rely upon as soon as possible, but no later than seventy-two (72) hours, before the meeting referred to in Article C.16.3.a. If the documents are provided less than seventy-two (72) hours prior to the meeting, then the meeting will be adjourned to a convenient date.
  - e. The teacher and their representative(s) shall have the right to attend the meeting. At such a meeting the teacher shall be accompanied by a representative and/or advocate appointed by the Local, and they shall be entitled to hear all evidence presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, and to question any person presenting evidence to the Board.
  - f. After the meeting the Board shall decide on what action, if any, it will take under Article C.16.1 and shall notify the teacher and the Local in writing, setting out the full and complete statement of grounds for its decision as soon as possible thereafter.
  - g. Where a Board investigation finds a teacher free of blame of the grounds for action under Article C.16.1, the teacher shall be reinstated without loss of pay.
- C.16.4 Where a teacher is suspended for reasons set out in section 15.4 of the School Act and criminal proceedings have finally concluded, the Board shall reinstate the teacher with full pay for the period of the suspension or take action under section 15.3 of the School Act.
- C.16.5 Where the Board decides to take disciplinary or dismissal action under any of the above provisions the teacher may grieve such action and the grievance will be referred directly to Step 2 of the Grievance Procedure (Article A.6).
- C.16.6 The Board and the Local recognize that disciplinary and dismissal matters shall be treated confidentially if possible, unless otherwise required by law.
- C.16.7 Conduct of a teacher which is unrelated to the employment of that teacher shall not be grounds for any form of discipline, unless that conduct impairs the teacher's ability to perform assigned duties in a satisfactory manner.
- C.16.8 At an arbitration in respect of the discipline or dismissal of an employee, no material may be presented unless the material has been brought to the attention of the teacher and the Local at least seven (7) calendar days prior to its presentation.

## 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:

D.1.1. The parties agree to the following class size guidelines.

D.1.2. Maximum sizes for regularly scheduled classes shall be:

	Target	Limit
Intermediate & Graduation	28	30
Intermediate / Graduation Split	25	27
Special Class - 12 (or less if required by Ministry of Education guidelines)		

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

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

D.1.3. Classes shall be smaller than the size stated above when they are significantly affected by students with special needs for whom no other assistance has been provided.

D.1.4. The number of students in a laboratory, shop, or other specialized classroom shall not exceed the number for which the facility was designed.

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

No provincial language.

Local language:

### **D.2.1. Recognition**

The Board and the Association agree that the provision of a positive educational experience is desirable for all students, including students with special needs, and that conditions should exist which will support that experience.

### **D.2.2. Definition**

Students with special education needs are those identified by District Special Services as eligible to be included in one or more of the following Ministry of Education categories:

- a. Low Incidence/High Cost
  - i. Dependent handicapped
  - ii. Moderately mentally handicapped
  - iii. Severely handicapped
  - iv. Physically handicapped
  - v. Visually impaired
  - vi. Hearing impaired
  - vii. Autistic
  
- b. High Incidence/Low Cost
  - i. Severe learning disabled
  - ii. Mildly mentally handicapped
  - iii. Severe behaviour
  - iv. Rehabilitation

### **D.2.3. School Based Team**

The School Based Team represents the broad range of professionals available within the school and the District to serve the needs of special needs students. It consists of the principal or vice-principal from the school, the teacher who has made the referral, the teacher(s) who will be teaching the child, the teacher responsible for the student's educational program, a learning assistance teacher and/or counselor from the school and District staff where appropriate. The School Based Team may be augmented by the child, the child's parents or guardians, and representatives from community agencies.

a. **Purpose**

The School Based Team will screen referrals, monitor students' progress, recommend program adjustments, make placement recommendations, and refer, where necessary, to District Special Services or outside agencies.

D.2.4. **Placement**

- a. The School Based Team shall meet in the Spring to plan for inclusion of students with special needs for the following September. Identified students with special needs shall not be placed into regular classrooms until after the School Based Team has met. Exceptions to this may be made for students whose enrolment was not anticipated prior to the beginning of the school year or who are subsequently identified as special needs students.
- b. The placement of a special needs student shall be determined by the student's educational, physical, social and medical needs.
- c. Prior to the placement of a special needs student into regular classroom, the requirements for ongoing support will be identified by the School Based Team and appropriate District Special Services personnel. It shall be the responsibility of the District to ensure that the necessary resources are available, prior to placement, or as soon thereafter as is practicable. A determination of the necessary resources may include but shall not be limited to the following factors:
  - i. teacher assistant support;
  - ii. Individual Educational Plan development;
  - iii. Appropriate facilities, equipment and curriculum/materials modification;
  - iv. the degree of inclusion;
  - v. class size and composition; and
  - vi. inservice needs of the receiving teacher(s) and other school based personnel including teacher assistants and teachers on call.
- d. No more than three students with special needs shall be enrolled in a regular class without the endorsement of the School Based Team.
  - i. No more than one low incidence student, as defined in Article D.2.2.a.(i,ii,iii,vii) and one student with severe behaviour disorders D.2.2.b,(iii) shall be enrolled in a regular class.
- e. At the request of the receiving teacher(s), the School Based Team shall meet within five (5) teaching days of the request, when possible, to review the placement of a student with special needs in his/her classroom.

#### **D.2.5. Resources**

- a. Release time as approved by the Director, Special Services, shall be provided for teachers in whose classrooms special needs students have been placed, to meet with teacher assistants, other school or District staff and/or parents.
- b. Trained teacher assistants shall be provided for assisting low incidence students with toileting, changing for physical education, participating in special events, during lunch intermission, recess and during all class/instructional time.
- c. The district resource teacher or school-based resource teacher shall have primary responsibility for the development of the Individual Educational Plan for low incidence students. Individual Educational Plans for high incidence students shall be prepared, as directed by the Director of Special Services, by appropriate staff members as recommended by the School Based Team.

#### **D.2.6. In-service**

- a. After consultation with and the approval of the Director, Special Services, the teachers concerned shall receive appropriate in-service training to assist with the educational programming of identified special needs students.
- b. Time for appropriate in-service shall be arranged prior to the placement of a special needs student, or as soon thereafter as is practicable.
- c. Where such in-service training is required by the Board, the Board shall pay any fees and expenses incurred by the teacher.
- d. The District shall annually provide appropriate workshops for teachers on call who are interested in teaching classes which include special needs students.

#### **D.2.7. Procedures**

Clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of children who have physical handicaps.

### **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	1:559 students	Former LOU No. 3 (1999)
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**

**Provincial Article D.4 does not apply in School District No. 79 (Cowichan Valley). See Article D.16 Hours of Work.**

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

- D.5.1 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.
- D.5.2 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.
- D.5.3 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.
- D.5.4 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.

- D.5.5 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.

D.5.6 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**

D.6.1 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*.

D.6.2 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.

D.6.3 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.

- D.6.4 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.
- D.6.5 The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- D.6.6 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.
- D.6.7 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.
- D.6.8 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.

#### **Local Articles:**

### **ARTICLE D.15: REGULAR WORK YEAR**

- D.15.1 The annual salary established for employees covered by this agreement shall be payable in respect of the teacher's regular work year which shall include but not exceed the days of the standard school calendar established by legislation and/or regulation.
- D.15.2 The teacher's regular work year shall include:
- a. no fewer than three (3) Non Instructional Days for Professional Development as organized by the Local;

- b. no fewer than two (2) Non Instructional Days to be designated by the Board for any purpose authorized by the legislation and/or regulation;
- c. one (1) year end administrative day;
- d. one hour on not more than four (4) Instructional Days for the purpose of facilitating parent/ teacher interviews.

D.15.3 Unless otherwise provided in the standard school calendar established by legislation and/or regulation:

- a. the regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year exclusive of Saturdays, Sundays, statutory holidays, Christmas Break and Spring Break;
- b. the first day of Christmas Break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1 unless January 1 is a Sunday then school shall reopen Tuesday January 3;
- c. the first day of Spring Break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.

D.15.4 Unless an alternate work site is provided, no teacher shall suffer loss of pay, or be required to report to work in the event of a Board ordered:

- a. closure of a work site; or
- b. cancellation of student attendance due to inclement weather.

D.15.5 Any work requested by the Board and performed by the teacher beyond the teacher's regular work year shall be voluntary and shall be paid at the rate of 1/200th of the teacher's annual salary.

D.15.6 Occupational Therapists:

Article D.15.5 does not apply to employees who are Occupational Therapists and who may be required to work during the months of July and August for up to three (3) weeks. When such work is required, there must be mutual agreement on an equivalent period of vacation time to be taken between September and June of that school year. Such time is to be taken when the employee's workload is not at a peak level and such agreement shall not be unreasonably refused by either party.

## **ARTICLE D.16: HOURS OF WORK**

D.16.1 Maximum instructional contact time for all full time teachers shall be:

- a. 1440 minutes per calendar week in middle and secondary schools.

b. 1380 minutes per calendar week in elementary schools.

D.16.2 Maximum instructional contact hours for part-time teachers shall be pro-rated on the basis of the hours shown above.

[Note: See the Local Letter Understanding Re: Semester System which affects the operation of Article D.16 Hours of Work.]

## **ARTICLE D.17: DURATION OF SCHOOL DAY**

D.17.1 Instructional contact time for a full-time elementary teacher shall not exceed five (5) consecutive hours in any one day. A break for lunch or non-instructional contact time is not construed as a break in consecutive time.

D.17.2 Instructional contact time for a full-time secondary teacher shall not exceed five and one-half (5 1/2), consecutive hours in any one day. A break for lunch or non-instructional contact time is not construed as a break in consecutive time.

D.17.3 Classes for all teachers will normally be scheduled between the hours of 08:00 and 16:00 hours except at the Cowichan Valley Open Learning Cooperative and the Cowichan Adult Learning Centre where hours may be between 08:00 and 21:00.

D.17.4 If classes are to be scheduled by the Board beyond these hours on a short term basis in order to respond to emergent situations, it shall be done only after consultation with the Local and five (5) teaching days notice of the change has been given.

D.17.5 In the event that the Board designates all or part of the non-instructional days referred to in Article D.15.2.b for student/parent teacher interviews, a staff will not be required, but may agree, to exceed the times in Article D.17.1 and D.17.2. Following that agreement, the staff will select compensatory time off on a day acceptable to the staff. Student/parent/teacher interview days or partial days may be scheduled at times which differ from those provided in Article D.17.3.

D.17.6 Noon intermission shall not be less than forty-five (45) minutes nor more than sixty (60) minutes unless agreed to by the staff concerned.

D.17.7 In elementary schools the instructional contact time for part-time teachers shall be scheduled in consecutive time blocks.

D.17.8 In secondary schools with linear time-tables part-time teachers shall normally be assigned to consecutive blocks, but in any case there shall be no more than one (1) block in the sequence left unassigned.

D.17.9 In the event that a part-time teacher in a secondary school is given an assignment with an unassigned block in the sequence, the teacher may request a review of the assignment by the principal of the school, and the principal shall review the assignment. If the teacher is not satisfied with the result of the review, they may request a review of the assignment by the superintendent, and the superintendent shall review the assignment. The decision of the superintendent shall be final.

#### D.17.10 Occupational Therapists:

The duties of an Occupational Therapist cannot always be accomplished during the hours set out in this article and such employees may be required to carry out their duties outside of regular school hours where it proves necessary to do so.

### **ARTICLE D.18: EXTRA-CURRICULAR ACTIVITIES**

- D.18.1 Extra-curricular activities and programs are defined as being those aspects of a pupil's school life provided by teachers which are beyond the activities relating to provincially and locally established curricula and which occur outside of instructional time.
- D.18.2 While the Board and the Local agree that extra-curricular activities are an important part of school programs for pupils, and encourage extra-curricular activities, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
- D.18.3 Requirements that teachers perform extra-curricular activities shall not form part of a job description posting or hiring of a teacher.
- D.18.4 Administrative Officers may make general requests to staffs or staff committees for voluntary participation in areas of extra-curricular activities where assistance is desired.
- D.18.5 While voluntarily involved in Board approved extra-curricular activities, teachers shall be considered to be acting in the employ of the Board for purposes of liability of the Board and coverage by the Board's insurance.

### **ARTICLE D.19: STAFF MEETINGS**

- D.19.1 Regular Staff Meetings
- a. All teachers having an FTE of 0.4 or more, unless excused by the Principal, Vice Principal, or designate, shall attend all regular staff meetings provided that:
    - i. at least seven (7) calendar days notice is given;
    - ii. the agenda of the meeting is distributed one day prior to the meeting.
  - b. Any teacher may place items on the agenda for consideration by submitting them to the Principal, Vice Principal or designate prior to the printing of the agenda.
    - i. Opportunities to add agenda items shall be made at the commencement of the staff meeting.
  - c. There shall not be more than one regularly scheduled meeting per month.

- d. There may be two regularly scheduled staff meetings held in each of the months of September and June. Part-time teachers having an FTE of less than 0.4 shall be required to attend both meetings in September and one in June.

#### D.19.2 Special Staff Meetings

- a. Nothing in the foregoing precludes the Principal, Vice Principal or designate from calling special meetings of the staff, to deal with concerns arising from emergent circumstances.
- b. If less than three (3) days notice is given for a special staff meeting, attendance will not be mandatory but teachers should attend whenever it is possible.

#### D.19.3 Except with the agreement of the majority of the staff, no staff meeting shall be scheduled:

- a. to commence more than one hour before classes commence, nor end more than two hours after classes conclude on any school day;
- b. during recess or noon intermission.

#### D.19.4 Written minutes of all staff meetings shall be filed and distributed to all staff members within ten (10) school days following the staff meeting. It is the responsibility of all teachers to apprise themselves of the staff meeting agenda, minutes and the consequent decisions made.

### **ARTICLE D.20: SUPERVISION DUTIES**

- D.20.1 No teacher shall be required to perform supervision duties during the school's regularly scheduled noon intermission.
- D.20.2 No teachers shall be required to perform more than thirty (30) minutes per week of regularly assigned supervision duties, at times before school, after school, and at recess.
- D.20.3 No supervision duties shall be scheduled to commence more than thirty (30) minutes before classes in the morning, nor begin more than ten (10) minutes after the end of classes in the afternoon.
- D.20.4 There will be no increase in any school's supervision schedule as a result of the implementation of this clause.

### **ARTICLE D.22: TEACHER INVOLVEMENT IN FACILITIES PLANNING**

- D.22.1 When new school construction or major school renovations are planned in the School District, the Board shall include teachers and Federation representatives in the planning process.

D.22.2 Teachers chosen shall be volunteers with suitable knowledge, and the group shall include those directly, or most likely, affected by the project.

### **ARTICLE D.23: HOME EDUCATION**

D.23.1 The Board shall provide additional teaching staff, or increase a part-time teacher's assignment, or reassign existing teaching staff as in D.23.2, to meet its statutory requirements respecting Home Education.

D.23.2 Existing teaching staff shall only be reassigned to these duties if the time to perform these duties is an equal time replacement for presently assigned responsibilities.

D.23.3 Except as provided in D.23.1 and D.23.2, teachers shall not be required to register, instruct, prepare materials or exams, assess or prepare reports on home-schooled students.

### **ARTICLE D.24: TEACHERS' ASSISTANTS**

D.24.1 All teachers' assistants employed to assist in classrooms or in classroom-based programs shall work only under the direction of a teacher and the supervision of the administrative officer.

D.24.2 Teachers' assistants shall not assume responsibility independently from the teacher under whose direction they work for any instructional processes or activities.

D.24.3 In consultation with the school's Administrative Officer, teachers shall be provided time during regular instructional hours of the school to meet and confer with the teacher assistants assigned to their direction.

### **ARTICLE D.25: EDUCATION HEALTH & SAFETY**

D.25.1 Local/Board Health and Safety Committee

There shall be a District Health and Safety Committee with a minimum of three (3) and a maximum of five (5) voting representatives from each of the Local and the Board.

The District Health and Safety Committee shall hold meetings a minimum of six (6) times a year. Minutes shall be taken of all meetings and copies shall be sent to the Board and the Local.

D.25.2 Role of the District Health and Safety Committee

The authority of this committee shall be to review and make recommendations to the Board on health and safety matters including, but not limited to, the following:

- a. to review the monthly minutes and recommendations from the site-based joint occupational health and safety committees;

- b. accident investigation summaries
- c. educational programs promoting health and safety of workers and monitor their effectiveness
- d. reports of routine inspections conducted by WorkSafe BC
- e. trends in health and safety claims and incident reports
- f. policies and practices around staff safety as it relates to violence in the workplace

D.25.3 A teacher shall not be required to carry out any work where they have reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

A teacher who refuses to carry out such work must immediately report the circumstances of the unsafe condition to their principal or supervisor, who must follow WorkSafe regulations in resolving the situation.

*[Note: the Right to Refuse Unsafe Work process is outlined in Occupational Health and Safety regulation Section 3.12 as of June 2011]*

## **ARTICLE D.26: STUDENT MEDICATION PROCEDURES**

D.26.1 Student medication procedures in District schools shall be as follows.

- a. Teachers shall have a duty to render assistance in an emergency.
- b. Teachers shall not be called on to administer medication on a regular basis.
- c. The Board shall prepare policy and regulations under which each school will establish procedures for administering medication after consultation with parents and the appropriate medical officer or practitioner concerned.
- d. If isolation or other exceptional circumstances prevent Article D.26.1.b from being applicable and teachers are requested to administer medication, the following conditions shall apply.
  - i. Only teachers who volunteer shall provide the service.
  - ii. The Board will provide liability insurance coverage to volunteer teachers carrying out their duties under the provisions of this Article.
  - iii. The cost of any training received by teachers under this Article shall be borne by the Board.

## **ARTICLE D.27: TECHNOLOGICAL CHANGE**

### **D.27.1 Definition**

For the purposes of this Agreement, the term "Technological Change" shall refer to introduction of equipment and its related material or processes.

### **D.27.2 The process to be followed where the Board intends to introduce equipment and its related material or processes which affect the terms and conditions or security of employment of members of the Local shall be:**

#### **a. Notice and Discussion**

When it is determined that a technological change is under consideration or is to be introduced, the Board shall notify the Local in writing. Such notice shall be given at least ninety (90) days before the date on which the Board proposes to introduce the technological change. Once such notice is given, the Board agrees to discuss the matter with the Local.

#### **b. Information to be Provided**

The notice of intent to introduce a technological change shall contain: the nature of the change; effective date of the change; the approximate number, type and location of Local members affected by change; and the anticipated effects the change may have on Local members.

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

#### **c. Once notice of a technological change has been given pursuant to Article D.27.2.a and prior to implementation of the change, the Board will determine, in consultation with the Local, the options for the employees affected by the change. The options will include but not be limited to retraining, transfer and severance.**

### **D.27.3 Where the parties are unable to resolve a dispute arising from the intended technological change, the matter is grievable under Article A.6 of this Agreement.**

## **ARTICLE D.28: TEACHERS NEW TO THE PROFESSION**

### **D.28.1 A beginning teacher whose appointment is five (5) months or more shall be provided with five (5) days of teacher teaching on call (TTOC) time for preparation, professional development, and mentoring activities in addition to any other professional development provisions in this contract.**

### **D.28.2 A beginning teacher is defined as a teacher who has not held an appointment since the attainment of a teaching certificate.**

### **D.28.3 For an appointment of less than five months these days are to be provided on the ratio of one (1) day per month of appointment.**

D.28.4 If a beginning teacher starts their career with an appointment of less than five (5) months any unused days will be carried over to the next appointment.

D.28.5 These days will normally be used during the first half of the teacher's appointment.

D.28.6 Secondary

The number of courses to be prepared by a beginning secondary teacher shall, whenever possible, be limited to a maximum of three courses. Exceptions to this may be made in order to keep the teacher's assignment entirely within their area of specialty.

## **SECTION E PERSONNEL PRACTICES**

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

- E.1.1 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.
- E.1.2 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.
- E.1.3 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**

#### **E.2.1 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.

## **E.2.2 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.

## **E.2.3 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.

#### **E.2.4 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.

#### **E.2.5 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.

## **E.2.6 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.

**Local Articles:**

**ARTICLE E.11: OFFER OF APPOINTMENT**

When an applicant receives an offer of appointment to the District the following shall apply.

- E.11.1 The offer shall contain general information as to initial assignment.
- E.11.2 Any verbal offer shall be confirmed in writing or by electronic transmission.
- E.11.3 The applicant shall, within forty-eight (48) hours of receipt of the offer by the Board acknowledge acceptance either in writing or by electronic transmission.
- E.11.4 Any offer made and not accepted within forty-eight (48) hours shall be deemed to be withdrawn.

**ARTICLE E.12: VACANCIES**

- E.12.1 "Vacancy" shall mean an existing or newly created teaching assignment or position to which a teacher has not been assigned, and for which the Board has determined there is a need, and for which there were no appropriate transfer applications as defined by Article E.14. In this context, teaching assignment describes the specific work undertaken by a teacher within their position at their school or site.
- E.12.2 Vacancies shall normally be declared after the transfer process has been completed; however, vacancies requiring specialist qualifications and which the Board determines should be open to wider competition may be declared at any time.
- E.12.3 Before any position is advertised outside the District, notice of the vacancy will be posted in all schools and on the school district website, for a period of not less than five (5) calendar days, but all applications will be considered at the same time. A copy of the posting shall be provided to the Local.
- E.12.4 During July and August, vacancies shall be posted on the school district website. Copies of the postings shall be provided to the Local.
- E.12.5 Vacancies occurring after the transfer process and throughout the balance of the school year shall be filled on a term assignment for the balance of that school year.
- E.12.6 Posting and Filling Vacant Positions
  - a. Vacancies for positions that exist after the implementation of all teacher transfers in accordance with Article E.14 herein shall be listed in a Superintendent's Notice, provided to the Local by email and posted on the school district website.

- b. Any posting or advertisement shall include the following:
  - i. grade level(s), subject area and/or program
  - ii. work location
  - iii. FTE of the assignment
  - iv. start date of assignment, and if applicable, end date of assignment
  - v. name of employer representative to be contacted for further information
  - vi. date of posting and closing date for receipt of applications
  - vii. a general description of the criteria defined in Article E.12.7 and the requirements of the assignment
  - viii. any other relevant information.
- c. Advertisements and application forms for appointment to the teaching staff of the District shall not include reference to extra-curricular activities and programs and such matters shall not form part of any contract of employment.

E.12.7 In filling vacancies the successful applicant will be chosen on the basis of the following criteria:

- certification and qualifications (suitability of major and minor subject fields, program concentration and subsequent training);
- pertinent experience;
- seniority, District-wide;
- quality of teaching performance as reflected in evaluation reports of Principals/Vice Principals and Superintendents, and written references from supervisors and others which may be presented by the applicant at their option;
- District objectives, school philosophy if applicable, curriculum and program needs.

Where two or more applicants are equal in the opinion of the Superintendent after their assessment of the above criteria, qualified internal applicants will be given priority over external applicants.

E.12.8 Vacant Positions of Special Responsibility

- a. Vacancies in positions of special responsibility in the bargaining unit shall be posted in all schools and centres of the School District, with a copy to the Local and may be advertised. Any posting or advertisement shall include a general description of the vacant position, a general description of the criteria in Article E.12.7 and a general description of the requirements of the position.

- b. The successful applicant will be chosen on the basis of the criteria in Article E.12.7 and on the basis that they are able to perform the requirements of the special responsibility position. Where two or more applicants are equal with respect to these considerations the teacher with the greatest seniority shall have preference.

#### E.12.9 Principal/Vice Principal Position

Principal/Vice Principal positions which are vacant and are to be filled other than by transfer or appointment will be advertised on the school district website. Copies of the postings shall be provided to the Local.

### **ARTICLE E.13: ASSIGNMENT WITHIN SCHOOL**

Principals shall consult with their Department Heads and staff annually before determining staffing assignments and deployment for the following school year.

Principals/Vice Principals will use a consistent district wide format that will include a list of criteria to gather the consult information. The consult format may include electronic, paper or other appropriate means – See Note Below. Principals/Vice Principals will exercise their discretion in a reasonable manner when determining staffing assignments and deployment.

Teachers in a school will be notified of available positions prior to the transfer process and/or postings in order to provide an opportunity for the teacher to be considered for an internal reassignment.

*[NOTE: Proposed consultation format – will include a list of criteria including but not limited to the list of items from E.14.6 bullets 1, 2, 3 and 5.]*

### **ARTICLE E.14: TRANSFERS**

E.14.1 Staffing procedures shall be consistent with good personnel practices and designed to ensure the best possible service to students and the highest degree of job satisfaction possible for teachers.

E.14.2 Transfers initiated by the Board shall be for sound educational reasons and not for arbitrary or capricious reasons. Transfers initiated by the Board shall not be effected for disciplinary reasons except as provided for in Article E.2.

E.14.3 The transfer of teachers is encouraged.

Such transfers are viewed as a healthy means to encourage professional growth and to enrich school programs.

E.14.4 The "transfer process" described in this Article refers to the reassignment process undertaken in preparation for a new school year. The transfer process will take place between March 1 and June 15 in each school year.

- a. The Board will ensure that all work sites receive transfer information and "Application for Transfer" forms by March 1.
- b. Teachers interested in transferring from one school to another or who wish to express an interest in a specific subject/grade position with the District, should forward the "Application for Transfer" form to the Superintendent prior to March 15 each year for renewed consideration. Such requests shall be acknowledged.
- c. Teachers interested in transferring from one school to another shall be eligible for:
  - i. A continuing assignment, or
  - ii. A temporary assignment for the duration of the school year. At the end of the temporary assignment the continuing teacher shall only be considered a member of the staff of their original school for purpose of Article E.13.
- d. Transfers initiated by the Board shall be completed no later than June 10 in a school year for the next school year, save when they are necessitated by circumstances not reasonably known to the Board by May 31 in such year. The Board will inform the Local of these unforeseen circumstances in writing by June 15 of the same year.
- e. Teacher requested transfers shall be completed not later than June 15 in a school year for the next school year.
- f. Vacancies which arise after June 15 shall be subject to Article E.12.

E.14.5 The list of teachers wishing or required to transfer shall be circulated to all principals, the Local and members of the Local.

E.14.6 Transfers from one school to another will be made to meet the needs of the District using the following criteria, applied collectively:

- certification and qualifications (suitability of major and minor subject fields, program concentration and subsequent training);
- pertinent experience;
- seniority, District-wide;
- quality of teaching performance as reflected in evaluation reports of Administrative Officers and Superintendents, and written references from supervisors and others which may be presented by the applicant at their option;
- District objectives, school philosophy if applicable, curriculum and program needs.

Where two or more applicants are equal in the opinion of the Superintendent after their assessment of the above criteria, the qualified applicant with the greatest seniority will be preferred.

- E.14.7 Any teacher who requests and accepts a transfer under this Article shall not be eligible to request a further transfer in the school year.
- E.14.8 When a teacher must be transferred from a school due to a reduction in staff, and no teacher on staff has applied for a transfer, the above criteria shall apply. All other criteria being equal, however, the teacher transferred shall be the teacher with the least District seniority in that school.
- E.14.9 Where transfers are recommended by the Superintendent, the Superintendent shall endeavour to transfer the teacher to another comparable assignment. Prior to the transfer being finalized by the Board, a teacher who wishes to appeal such a transfer shall meet with the Superintendent, the principal(s) involved and shall be accompanied by a member of the Local.
- E.14.10 Any teacher transferred without agreement for reasons other than pupil enrolment decline or budget reduction shall not be subject to a further transfer without agreement for a period of three (3) school years.
- E.14.11 Teachers giving notice of intention to return from leave at the beginning of the next school year shall be assigned through the transfer process and in accordance with Article E.14.13.
- E.14.12 Teachers presently on continuing part-time appointments, who have by March 15 given written notice of their desire to have increased teaching time, shall be considered for an appointment to increased time in the transfer process.
- E.14.13 Transfer decisions, subject to the criteria set out in Article E.14.6, shall reflect the following preferences:
- a. Board initiated transfers;
  - b. teacher initiated requests including teachers requesting additional teaching time;
  - c. teachers returning from leave;
- E.14.14 Successful applicants shall be notified before transfers are posted with the list of successful applicants provided to principals, the Local and members of the Local.
- E.14.15 Notwithstanding the timelines in E.14.4, if, within 3 weeks of the commencement of the school year, a reduction in staff at a school is required only due to a lower than projected enrolment, the Superintendent may transfer a teacher to another assignment in another school. When such a transfer due to a decline of enrolment is required, and after all teachers on staff being informed of the need for a transfer, and no teacher volunteering to be transferred, the criteria in E.14.6 shall apply. All criteria being equal, the teacher transferred shall be the teacher with the least District seniority in that school.

## **ARTICLE E.15: EVALUATION OF TEACHING**

### **E.15.1 Frequency**

An evaluation of a teacher may be conducted at least once every four (4) years, or in any year upon the written request of the teacher, or upon the request of the Board.

### **E.15.2 Form**

- a. All reports on the work of a teacher shall be in writing and no supplementary oral or written report to third parties outside the District shall be made without the consent of the teacher.
- b. The criteria to be used in assessing a teacher shall be consistent with the generally accepted principles of pedagogy (as printed in Teacher Evaluation - 1990).
- c. The report shall consist of judgements which are supported by specific observations of teaching performance.
- d. Reports will note the teacher's assignment, professional training, recent experience and recorded preferences, if any.

### **E.15.3 Limitations**

- a. The teacher must have responsibility for any aspects of performance which are commented upon in the report.
- b. Participation in Local activities shall not be commented upon.
- c. Participation, or non-participation, in extra-curricular activities shall not be commented upon.

### **E.15.4 Process**

- a. When evaluation is undertaken for the purposes of a report on a teacher, the following shall apply.
  - i. The teacher will be notified in writing in September of the school year in which the report is to be written or within thirty (30) days of commencement of teaching duties in the School District and a copy of the notice shall be sent to the Local.
  - ii. The report writer will discuss the evaluation process with the teacher and will give the teacher the evaluation criteria referred to in Article E.15.2.b above.
  - iii. When required or requested the teacher shall be provided with supervisory direction in developing a satisfactory standard of performance.

- b. An evaluation report shall be based on not less than three classroom observations, unless the teacher and the report writer otherwise agree, as well as the teacher's general performance in the school in accordance with the criteria referred to in Article E.15.2.b above.
- c. The teacher shall have the opportunity to select two of the observation periods.
- d. Following each observation the evaluator shall provide the teacher with an opportunity to discuss the evaluator's observations and impressions before the next observation.
- e. Before the final draft of the report has been prepared, the evaluator shall give the teacher two (2) teaching days to consider it and submit corrections to erroneous matters of fact before the report is finalized.
- f. The Board will endeavour to complete evaluation of teaching reports by May 30 of the school year in which they are initiated.
- g. If the teaching report is not completed by May 30 a meeting of the parties and a Local representative will take place prior to June 15. The matter will be resolved through agreement:
  - i. to complete the report by June 15, or
  - ii. to set an alternate date for completion of the evaluation report. This date will not exceed six (6) calendar months from June 15, or
  - iii. to abandon the evaluation report, in which case the Board shall provide a letter of reference by June 20 if one is requested by the teacher, or
  - iv. to abandon the evaluation report with the understanding that no evaluation will be undertaken for the subsequent school year unless requested by the teacher pursuant to Article E.15.1.

In the event that the teacher or the evaluator is absent on sick leave for a total of more than fifteen (15) teaching days during the period after notice is given under Article E.15.4.a.i the dates set out in this clause shall be extended by an equal number of teaching days.

- h. The teacher may, within thirty (30) days of receipt of a written report, submit a written response to it which shall be attached to and filed as part of the report.
- i. All completed evaluation reports shall be filed in the teacher's personnel file at the School Board Office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained for a reasonable period of time by the author (in strict confidence) for their record. No other copies of the report shall be filed except as provided in applicable statutes.
- j. Any dispute with respect to the application of procedures contained in this article, or the contents of any report, shall be subject to the Grievance Procedure.

- k. It is the intent of both parties to this agreement that no evaluation or any other action taken in accordance with this Article shall be nullified merely because of an error both parties acknowledge as technical.

## **ARTICLE E.16: PERSONNEL FILE**

- E.16.1 There shall be only one personnel file for each teacher maintained at the District office. Any file relating to a teacher kept at a school shall not be considered in any disciplinary process. Such file must be forwarded to the School Board Office when the teacher leaves that school.
- E.16.2 The Board agrees that only factual material and material relevant to the employment of the teacher shall be maintained in their personnel file.
- E.16.3 The Board shall inform the teacher and the Local when material critical of the teacher is placed in their personnel file by giving them a copy of it. At the time the material is placed in the file the teacher may elect to attach a written comment which may be deemed to be part of the file.
- E.16.4 Material critical of a teacher or in the nature of a reprimand shall be placed only in the personnel file maintained at the District office.
- E.16.5 Upon request of a teacher, the Board shall remove from that teacher's personnel file:
  - a. all letters of expectation that are four (4) years old or older,
  - b. all letters of discipline or reprimands that are three (3) years old or older,provided that no further material of a similar nature has been filed before the request.
- E.16.6 For the purposes of this article, teacher evaluation reports or any portion thereof conducted in accordance with the provision of the collective agreement shall not be considered material of a disciplinary nature.
- E.16.7 After receiving a request from a teacher, the Superintendent in respect of the District file, or the principal of the school in respect of any school file, shall forthwith grant access to that teacher's file.
- E.16.8 An appropriate School Board Official shall be present when a teacher or their representative reviews their file, and the teacher or their representative may be accompanied by an individual of their choosing.
- E.16.9 Personnel files shall be in the custody of the Superintendent and shall not be accessible to other than appropriate officials of the School District. An authorized representative of the Local, with the written consent of the teacher, may access that teacher's file.

## **ARTICLE E.17: SCHOOL ACT APPEALS**

- E.17.1 Where a pupil and or parent/guardian files a Notice of Appeal under the School Act (Section 11) and the School Board By-Law of a decision of an employee covered by this agreement the employee and the Local shall immediately be notified of the appeal and the grounds upon which it is based.
- E.17.2 Once the appeal process progresses beyond Step 3 the employee shall have the opportunity to be present and provide information as may be appropriate for the investigation and resolution of the appeal, and shall have the right to be heard and ask questions at any hearing held under the provisions of Step 8 of the by-law procedures. The employee shall have the right to have representation at any interview or hearing at which they are present.
- E.17.3 When the appeal is concluded the employee shall be informed of the disposition of the appeal and the reasons therefor.
- E.17.4 If disciplinary action is contemplated at any stage of the appeal process the provisions of Article C.16 shall apply as well as any other rights of teachers provided by this agreement

## **ARTICLE E.18: NO DISCRIMINATION**

- E.18.1 The Local and the Board recognize the right of all teachers to work in an environment free from discrimination.
- E.18.2 There will be no discrimination against any teacher who is an applicant to a position covered by this agreement or against any teacher on the basis of age, gender, gender identify, sexual orientation, race, colour, creed, ancestry, place of origin, ethnic origin, religious or political affiliation, marital or family status, physical or mental disability, Teachers' Federation or Local activities; in particular there shall be no such discrimination in terms of hiring, promotion, salary, discipline or dismissal.
- E.18.3 Every teacher is equal under this agreement and has the right to equal protection and equal benefit of the agreement without discrimination based on age, gender, gender identity, sexual orientation, race, colour, creed, ancestry, place of origin, ethnic origin, religious or political affiliation, marital or family status, physical or mental disability, Teachers' Federation or Local activities.

## **ARTICLE E.19: FALSELY ACCUSED EMPLOYEE ASSISTANCE**

- E.19.1 When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and
- a. an investigation by the Board has concluded that the accusation is not true; or
  - b. the teacher is acquitted of criminal charges in relation to the accusation; or

- c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, the teacher shall be entitled to assistance from the Board as provided in this Article.
  
- E.19.2 The teacher and the teacher's family shall be entitled, upon the recommendation of an Employee and Family Assistance Plan Counsellor or a recognized medical practitioner and approval by the Board, to all reasonable specialist counselling and/or medical assistance, not covered by any benefit plan in which the employee is enrolled, to deal with negative effects of the allegations.
  
- E.19.3 The teacher shall be assisted to the fullest possible extent by the Board in assuring successful return to teaching duties including, a paid leave of absence of up to ten (10) teaching days if requested, first priority for transfer to any vacant position requested by the teacher and, when requested by the teacher, the provision of factual information to parents.

## **SECTION F      PROFESSIONAL RIGHTS**

### **Local Articles:**

#### **ARTICLE F.1:      PROFESSIONAL DEVELOPMENT FUND**

- F.1.1      The Board and the Local agree that all programs, services, and funding which promote and foster the professional development of teachers shall be covered by this Article.
- F.1.2      The Board shall contribute to the joint professional development fund five thousand dollars (\$5000.00) plus an amount equivalent to four percent (4%) of the October gross payroll (exclusive of any benefits) for regular teachers under appointment. The Board shall remit to the Local by September 30th in each year an amount equivalent to forty per-cent (40%) of the previous year's contribution as an advance against the current year's contribution. The balance of the funds due for the current year shall be remitted to the Local by January 31.
- F.1.3      The professional development fund shall be controlled and administered by the Local's Professional Development Committee.
- F.1.4      By September 30 in each year the Local will deliver to the Board a schedule of the distribution of the total monies paid out of the joint professional development fund for the 12-month period ending June 30 in the same year.
- F.1.5      The professional development fund will not be required to finance curriculum development and/or implementation in the District.

#### **ARTICLE F.2:      PROFESSIONAL AUTONOMY**

- F.2.1      The Board recognizes and respects the professionalism of the teachers covered by this collective agreement.
- F.2.2      In order to promote students' intellectual, human, social, and career development, and within bounds of provincially prescribed or locally developed curricula and consistent with legislation and effective educational practice, teachers shall have individual responsibility to:
- a.      determine the methods of instruction;
  - b.      determine the planning and presentation of available course materials; and
  - c.      evaluate each student's development.
- F.2.3      Nothing in the foregoing shall preclude the right of the Board to evaluate its teachers consistent with Article E.15 (Evaluation of Teaching).

### **ARTICLE F.3: CURRICULUM IMPLEMENTATION**

- F.3.1 Each year in September the Board and the Local shall establish a joint committee, to be known as the Joint Curriculum Implementation Committee, consisting of five (5) members named by the Local and four (4) representatives of the Board, one of whom shall be the Chairperson of the Education Committee.
- F.3.2 The Joint Curriculum Implementation Committee shall make recommendations to the Education Committee or the Board on all aspects of curriculum implementation in the District. This authority shall include, but not be limited to: the rate of introduction of the new curriculum; the timing of the introduction of the new curriculum; the inservice activities needed to prepare teachers; the materials which may be needed to introduce the courses; the funding of the implementation process.
- F.3.3 Specifically, the committee shall be responsible for recommending to the Education Committee or the Board a plan for the succeeding school year's curriculum implementation activities, complete with estimated costs, so that this may be considered for inclusion in the budget for that year. This plan will be submitted by December 31 in each year.
- F.3.4 The committee may, if it sees the necessity, hear delegations or co-opt additional people to advise in specific subject areas.
- F.3.5 The Board will report to the committee the disposition of its recommendations, and the committee will receive a copy of the funding ultimately approved by the Board.

### **ARTICLE F.4: SECONDARY ASSESSMENT AND ACCREDITATION**

- F.4.1 As required by the Ministry of Education, the secondary school staffs of the School District will undertake internal assessments as part of the accreditation process.
- F.4.2 Prior to a staff undertaking an internal assessment, the Superintendent will meet with the staff to clarify the purposes, objectives and timing of the assessment.
- F.4.3 In the school year in which the assessment is to occur, the Board will provide in its budget the sum of one thousand dollars (\$1,000) in addition to an amount equal to the product of the number of F.T.E. teachers on that school staff and the daily wage of a teacher teaching on call (TTOC), such money to provide for:
- release time for staff members;
  - travel costs for staff members;
  - additional clerical time to process reports; and
  - the cost of additional materials needed.
- F.4.4 The staff of the school, through the principal, shall have the responsibility of allocating the expenditure of these funds.

- F.4.5 The staff of the school, through the principal, will be consulted on the composition of the external evaluation team. Costs of the external team shall not be deducted from the sum noted in Article F.4.3 above.
- F.4.6 The Board shall consider those recommendations for which it has primary responsibility, and the Board shall consider and respond to the school staff's recommendations regarding the priority of implementing those recommendations.

#### **ARTICLE F.5: ELEMENTARY SCHOOL SELF-ASSESSMENT**

- F.5.1 Prior to a staff undertaking a school assessment the Superintendent will meet with the school staff to clarify the purposes, objectives and timing of the assessment.
- F.5.2 Discussions will be held with the principal and staff to determine the breadth and extent of the self-assessment so that proportionate funding may be planned.

#### **ARTICLE F.6: LOCAL EDUCATION AGREEMENTS**

The Local shall be entitled to appoint a representative to be an advisory member of any committee established to negotiate a local education agreement with First Nations Bands within the School District.

## SECTION G LEAVES OF ABSENCE

### PROCEDURES GOVERNING LEAVES

For the guidance and assistance of staff covered by this agreement the following schedule is intended as a guide for persons seeking leave.

**Automatic - Short Term:** Article G.21: Sick Leave

**Short Term:** All of the following leaves require application and approval in writing or in emergencies by telephone.

- A.10: Leave for Regulatory Business as per the Teachers' Act
- A.15: BCTF Staff or CTF Business
- G.3: Family Responsibility Leave
- G.4: Bereavement Leave
- G.5: Unpaid Discretionary Leave
- G.6: Leave for Union Business (*G.6.6 Short-term leave*)
- G.7: TTOCs Conducting Union Business
- G.11: Cultural Leave
- G.22: Compassionate Leave
- G.23: Family Emergency Leave
- G.24: Discretionary Leave
- G.25: General Leave
- G.26: Jury Duty and Appearances in Legal Proceedings
- G.27: Paternity Leave
- G.28: Adoption Leave

**Extended:**

- A.15: BCTF Staff or CTF Business (*A.15.4*)
- B.38: Deferred Salary Retirement Plan
- G.2: Compassionate Care Leave
- G.6: Leave for Union Business (*G.6.7 Long-term leave and G.6.9 Elected officers*)
- G.29: Extended Leave
- G.30: Maternity Leave
- G.31: Parental Leave
- G.32: Educational Leave
- G.33: Elective Office
- G.34: National Defence Overseas / Canada External Aid
- G.35: Deferred Salary Leave Plan
- G.36: Teachers on Secondment

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

G.1.1 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.

G.1.2 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.

### **G.1.3 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 for sick leave use and accrual]

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

G.2.1 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.

G.2.2 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.

G.2.3 Compassionate care leave supplemental employment insurance benefits:

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

- a. one hundred percent (100%) of the employee's current salary for the first week of the leave,
- b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
- c. current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.

G.2.4 A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.

G.2.5 The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.

G.2.6 The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.

G.2.7 Seniority shall continue to accrue during the period of the compassionate care leave.

G.2.8 An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

[See Article G.22 for short term compassionate leave of up to 3 days.]

## ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

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

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

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

## ARTICLE G.4: BEREAVEMENT LEAVE

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

G.4.1 Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family. [See also Article G.4.5., G.4.6 and G.4.7.]

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.

G.4.2 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.

G.4.3 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.

G.4.4 Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

**Local Provisions:**

G.4.5 Leave with pay to a maximum of three (3) days will be granted in respect of the death of foster parents, foster children or step-parents. Additional leave of up to two (2) days may be granted for travel when required.

G.4.6 Leave pursuant to Article G.4.5 will also be granted in the case of the death of a person who is not a member of the "immediate family" as defined in Article G.4.1 but who has fulfilled the role of such a family member.

G.4.7 If the circumstances warrant, other leaves may be applied for under the provisions of this Section. Such applications should be made to the Board through the office of the Superintendent.

**ARTICLE G.5: UNPAID DISCRETIONARY LEAVE**

G.5.1 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.

G.5.2 The leave will be in addition to any paid discretionary leave provided in local provisions.

G.5.3 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.*

[See also Article G.24.]

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

- G.6.1 a. Any union member shall be entitled to a leave of absence with pay as authorized by the local union or BCTF and shall be deemed to be in the full employ of the board.
  - 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.
- G.6.2 The local or BCTF shall reimburse the board for 100 per cent of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement.
- G.6.3 Where a Teacher Teaching on Call (TTOC) replaces the member on union leave, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the TTOC..
- G.6.4 Where a non-certified replacement is used, the reimbursement costs paid by the local or the BCTF shall be the salary amount paid to the replacement.
- G.6.5 Where teacher representatives are requested by the board to meet on union-management matters during instructional time, representative(s) shall be released from all duties with no loss of pay.

Short-term leave (leave of 10 consecutive school days or less)

- G.6.6 Such leave will be granted subject to the availability of a qualified replacement. The request shall not be unreasonably denied.

Long-term leave (leave of more than 10 consecutive school days)

- G.6.7 Such leave will be granted subject to the availability of a qualified replacement and educational needs of the school district. The request shall not be unreasonably denied.
- G.6.8 Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

Elected union officer release

- G.6.9 Such leaves will be granted upon request.
- G.6.10 Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

[See also Articles A.8, A.10, A.13 and A.15.]

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

- G.7.1 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.
- G.7.2 Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
- G.7.3 Time spent conducting union business will not be considered a break in service with respect to payment on scale.
- G.7.4 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**

- G.9.1 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).
- G.9.2 Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
- G.9.3 vacated teaching position will be posted as a temporary position during this period.
- G.9.4 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).

G.9.5 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

G.9.6 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.

## **Local Articles:**

### **ARTICLE G.20: TEMPORARY TEACHER ABSENCE**

Teachers, except teachers teaching on call and those teachers whose assignment is that of permanent teacher teaching on call, may be asked, but shall not be required to perform instructional or supervisory duties of a teacher who is absent except in emergent or unforeseen situations.

The following applications shall apply when a teacher is absent from his/her assignment on a temporary basis.

#### **G.20.1 Personal Leave**

- a. A principal, or designate, may grant a teacher leave with pay for up to one hour for valid personal reasons provided that another teacher, acceptable to the principal or designate, has volunteered to provide instruction or supervisory duties to the class from which the teacher is absent.
- b. If no teacher acceptable to the principal has volunteered to provide instruction or supervision, then formal leave of absence under Section G must be applied for and a teacher teaching on call shall be employed.

#### **G.20.2 Work Associated Absence**

When circumstances make it necessary for a teacher to be absent from his or her class(es) for work-related reasons (such as, but not limited to, field trips, rehearsals, track meets) for relatively short periods of time, other teachers, acceptable to the principal or designate, may be asked, but shall not be required, to perform instructional or supervisory duties for the absent teacher.

#### **G.20.3 Intention**

The intention of this Article is that each teacher shall have the right to volunteer, or not volunteer, as he or she individually sees fit.

#### **G.20.4 Exceptions**

When temporary teacher absences occur and the procedures outlined in this Article are followed then the provisions of Article B.37.4 (Teachers Teaching on Call) shall not apply.

### **ARTICLE G.21: SICK LEAVE**

- G.21.1 It is recognized that the purpose of sick leave is to provide sick leave benefits as set out in this Article to teachers who are unable to work due to illness or accident of the teachers.

- G.21.2 Any days during which the teacher has been absent with full pay for reasons of illness, accident or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
- G.21.3 Teachers shall be credited with all sick leave credits earned in the employ of the Board but not used as at June 30, 1988.
- G.21.4 Thereafter sick leave is earned at the rate of one and one-half (1 1/2) days for each month taught by the teacher in the service of the Board.
- G.21.5 For the purposes of this Article "month taught" shall mean a month in which a teacher has taught.
- G.21.6 Fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year.
- G.21.7 Part-time teachers shall accumulate sick leave in proportion to the percentage of time that they teach.
- G.21.8 Teachers commencing, or returning to, employment with the Board during the year shall have advanced to them the sick leave benefits which would accrue to them for the remainder of the school year.
- G.21.9 The number of unused sick leave days shall be indicated on each teacher's monthly statement of earnings and deductions. Such statement shall reflect unused leave as of the first day of the pay period.
- G.21.10 There is no maximum to the number of days of sick leave that may be accumulated.
- G.21.11 Should a teacher suffer an injury which results in compensation being paid by the Workers' Compensation Board, or another agency, and the teacher has accumulated sick leave credit, the teacher shall turn over, or cause to be turned over, to the Board all remuneration paid by the Workers' Compensation Board or other agency for loss of wages. The Board will pay the teacher so affected regular pay, thus ensuring continuation of all benefits. The difference between the teacher's pay and the compensation payment received by the Board shall be deducted from the teacher's accumulated sick leave credit.
- G.21.12 The maximum number of sick leave days that may be utilized by a teacher in any school year shall not exceed one hundred and twenty (120) days.
- G.21.13 Teachers may be required to provide an acceptable medical certificate in relation to any absence due to illness.
- G.21.14 A teacher returning from extended sick leave (twenty (20) days or more) shall give the Board a minimum notice of one (1) working day of the date he/she will be able to return to work for each month of absence up to a maximum of fourteen (14) days.

Nothing in the foregoing precludes a teacher returning to work at an earlier date by agreement with the Superintendent.

G.21.15 If a teacher resigns or is laid off from the Board's employ and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit upon resumption of a position with the Board of the balance of all sick leave remaining to the teacher's credit at the time of the teacher's resignation or lay-off.

G.21.16 Any sick leave days which are used but not earned shall be repaid to the Board at the first opportunity through deduction from any salary due.

[See Article G.1 Portability of Sick Leave for porting of sick leave to/from other school districts]

## **ARTICLE G.22: COMPASSIONATE LEAVE**

G.22.1 Compassionate leave, with pay, to a maximum of three (3) days, may be granted upon application by the teacher to the Superintendent. Requests for time beyond that provided may be requested of the Board by the teacher through the office of the Superintendent.

G.22.2 Compassionate leave is defined as: Leave made necessary by the teacher's inability to perform their normal teaching duties due to suffering or distress resulting from danger to, injury to, or impending death of a loved one.

[See Article G.2 for Compassionate Care Leave for leave longer than 3 days]

## **ARTICLE G.23: FAMILY EMERGENCY LEAVE**

G.23.1 In cases of unexpected illness or injury to a teacher's immediate family, time off, without loss of pay, will be allowed to attend to family welfare.

G.23.2 Leave granted to persons under this section shall be limited to one (1) day for each situation. The Board reserves the right to request a medical report or certificate regarding the member's situation which necessitated the employee's leave of absence. Immediate family is defined as those members residing in the home of the teacher, or the parents of the member, or the parents of the member's spouse.

## **ARTICLE G.24: DISCRETIONARY LEAVE**

Upon request teachers shall be granted three (3) days discretionary leave of absence per year. Such leave shall be at the cost of a teacher teaching on call (TTOC).

[See also Article G.5.]

## **ARTICLE G.25: GENERAL LEAVE**

G.25.1 Leave without pay to a maximum of five (5) days in any school year will be granted for the following: attendance at funerals not covered by Article G.4; participation in educational activities such as examinations or convocation ceremonies; participation in

community service functions; participation in military reserve programs; personal commitments.

- G.25.2 Personal leave for such things as sports, pastimes or representation on national and provincial teams shall be without pay and shall require the prior approval of the Board.

#### **ARTICLE G.26: JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS**

- G.26.1 A teacher who is subpoenaed for jury duty, to act as a court witness, or to serve on a coroner's jury, shall continue to receive full pay while so engaged, providing the teacher turns over to the employer that money considered to be wages, exclusive of expenses, for the jury or witness duty on the days they would normally be working.
- G.26.2 Where a teacher is reasonably required to attend proceedings in connection with the interpretation or application of this agreement, the Board shall grant leave at the cost of a teacher teaching on call (TTOC).

#### **ARTICLE G.27: PATERNITY LEAVE**

The Board will grant leave of absence, with pay, to a male teacher to attend the birth of his child.

#### **ARTICLE G.28: ADOPTION LEAVE**

In the case of adoption,

- G.28.1 Leave with pay may be granted to an employee for mandatory interviews.
- G.28.2 Leave with pay shall be granted to an employee for travelling time to receive the child.
- G.28.3 In applying the provisions of Articles G.28.1 and G.28.2 the total number of days of leave shall not exceed three (3) days.
- G.28.4 Parental Leave shall be granted, on application, and shall be granted from the date of arrival of the child in the home, and all provisions of Article G.31 shall apply.

#### **ARTICLE G.29: EXTENDED LEAVE**

- G.29.1 Requests for leave of absence for a period of five (5) months or more with the exception of Maternity, Parental or Federation and Local Leave, must be submitted to the Superintendent sixty (60) calendar days prior to the date on which the requested leave would commence.
- G.29.2 Requests for leave of absence for a period of more than five (5) days, but less than five (5) months, must be submitted to the Superintendent at least thirty (30) days prior to the date on which the leave requested would commence.

- G.29.3 Nothing in the foregoing precludes the granting of leaves in less than the times indicated when there is mutual agreement to do so.
- G.29.4 All requests for leave of absence that shall count towards continuous and/or aggregate length of service as set out in Article C.2 of this agreement shall be reviewed by the President and Agreements Chairperson of the Local or their designates.
- G.29.5 In considering applications for leave, the following criteria will apply:
- a. needs of the School District
  - b. educational improvement
  - c. personal reasons

Extended leave of absence will be granted to a teacher based on the criteria above with the leave period to coincide with a natural break or semester, unless the employer and employee mutually agree otherwise.

Teachers whose applications are denied shall be given the reasons for the rejection, and shall have their applications for leave given priority in the next school year or term.

- G.29.6 Teachers granted leave of absence will be required to advise the Board in writing, by the following dates, of their intention to return to the District to recommence teaching duties:
- a. for leaves granted for the full school year, by March 15;
  - b. for leaves granted for the first semester of the school year, by October 31;
  - c. for leaves granted in the second semester of the school year, by March 15.
- G.29.7 Except as otherwise provided in this agreement, a teacher returning from full extended leave for the school year shall return to a comparable position in the district. This extended leave shall be granted for up to three (3) years, unless the employer and employee mutually agree otherwise.

Notwithstanding the above, a teacher has the right to apply for any posted vacancy pursuant to Article E.12.1.

## **ARTICLE G.30: MATERNITY LEAVE**

### **G.30.1 General Provisions**

A pregnant teacher shall be granted maternity leave as provided in the Employment Standards Act, when medical proof of pregnancy, showing expected date of delivery, has been presented.

- a. Increment credit for salary purposes shall be given. Maternity Leave shall be counted for purposes of seniority as teaching service with the Board for the period during which the teacher is on maternity leave.
- b. The Board shall not dismiss an employee or give notice of dismissal of an employee because of absence authorized by this article or for any reason arising out of that absence until and unless the employee has been absent for a period exceeding seventeen (17) weeks.
- c. The onus of proving that the reason for the dismissal of an employee or for the giving of notice of dismissal of an employee is not their absence as authorized by this Article or any reason arising out of that absence is on the Board.
- d. Regardless of the date of commencement of the leave of absence taken under Article G.30.1 the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- e. A request for a shorter period under Article G.30.1.d must be given in writing to the Board at least one week before the date that the employee indicates they intend to return to work and the employee must furnish the Board with a certificate from a medical practitioner stating that the employee is able to resume work.

#### G.30.2 Supplemental Employment Benefits (SEB) Plan

When a pregnant teacher takes a maternity leave to which they are entitled pursuant to the Employment Standards Act and this collective agreement, the Board shall pay the teacher:

- a. ninety-five per cent (95%) of their current salary for the first two (2) weeks of the leave and:
- b. where the teacher is eligible to receive EI Maternity Benefits the difference between eighty per cent (80%) of their current salary and the amount of EI Maternity Benefit received by the teacher for a further fifteen (15) weeks.
- c. The Board shall register a Supplemental Employment Benefits (SEB) Plan Agreement required by the Employment Insurance Act in respect of such maternity payments.
- d. Any payment of SEB benefits shall be restricted to the period of the regular work year of the teacher.
- e. Teachers who take maternity leave must exhaust all Employment Insurance Maternity Benefits under this SEB Plan before claiming any sick leave benefits.

### G.30.3 Maternity Leave Benefits

When a teacher has been granted maternity leave under Article G.30.1, the Board will pay its share of all benefit premiums during the period of the leave if the teacher so requests and makes payment of their share of the premiums.

### G.30.4 Use of Sick Leave

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

### G.30.5 Early Return and Special Situations

- a. In the case of an incomplete pregnancy, a terminated pregnancy, the death of the child, or other special situations, a teacher may return to duty earlier than provided above.
- b. The teacher intending to make an early return to duty will submit a written application, at least one week prior to their intended return and will provide a certificate of a medical practitioner stating that they are able to resume work.
- c. In the case of a terminated pregnancy, the teacher, upon request, shall be granted maternity leave as provided by the Employment Standards Act for a terminated pregnancy.

### G.30.6 Extended Maternity Leave

- a. Four weeks prior to the expiry of Maternity Leave granted under Article G.30.1 a teacher may request Parental Leave as provided in the Employment Standards Act and Article G.31 of this agreement.
- b. Four weeks prior to the expiry of Maternity Leave or Parental Leave, a teacher may request Extended Maternity Leave.
- c. This leave shall be granted for a period of up to fifteen (15) school months, with the return to work coinciding with the commencement of a term or semester.
- d. Benefits while on Extended Maternity Leave.

When a teacher has been granted Extended Maternity Leave, the Board shall, upon request, make arrangements for the continuation of their benefits, if permitted by the carrier, with the premiums being paid for by the teacher.

### G.30.7 Assignment

A teacher returning from leave shall be assigned to the same position or a comparable position if the position held prior to the leave no longer exists.

## **ARTICLE G.31: PARENTAL LEAVE**

G.31.1 Parental leave, inclusive of adoption leave, shall be granted without pay upon request, as provided in part 6 of the Employment Standards Act (1996).

- a. The teacher shall give at least four weeks notice in writing prior to the commencement of the parental leave.
- b. The request shall include documentation of the birth or probable birth of the child or of the evidence of the adoption of the child.
- c. The request shall be for a stated period of time so that the return to duty coincides with the commencement of the following term or semester.

G.31.2 Pursuant to Article G.31.1 parental leave is for a period up to thirty-five (35) consecutive weeks commencing;

- a. in the case of the natural mother, immediately following the end of maternity leave, pursuant to Article G.30, unless the teacher and the Board agree otherwise.
- b. in the case of the natural father, following the birth of the child and within the fifty-two (52) week period after the child's birth date, and
- c. in the case of an adopting mother or father, following the adoption of the child, and within the fifty-two (52) week period after the date the adopted child comes into the actual care and custody of the mother or father.

G.31.3 Pursuant to Articles G.31.1 and G.31.2 parental leave may be extended for a period of not more than five (5) consecutive weeks immediately following the parental leave if the conditions regarding the age and medical needs of the child as set out in the Employment Standards Act are met.

G.31.4 Supplementary Employment Benefits Plan

When a teacher takes parental leave for adoption to which the teacher is entitled pursuant to the Employment Standards Act (1996) and this agreement, the Board shall pay the teacher:

- a. Ninety-five per cent (95%) of the current salary for the first two weeks of the leave, and
- b. Where the teacher is eligible to receive EI parental benefits for adoption the difference between eighty per cent (80%) of their current salary and the amount of EI. parental benefits for adoption received by the teacher for the period of time the teacher is entitled to receive those benefits up to a maximum of ten (10) weeks.
- c. The Board shall register a Supplemental Employment Benefits (SEB) Plan Agreement required by the Employment Insurance Act in respect of such parental benefits for adoption.

- d. Any payment of benefits shall be restricted to the period of the regular work year of the teacher.
- e. Teachers who take parental leave must exhaust all Employment Insurance Parental Benefits before claiming any sick leave benefits.

#### G.31.5 Benefits

When a teacher has been granted parental leave under Article G.31.1 the Board will pay its share of all benefit premiums during the period of the leave if the teacher so requests and makes payment of their share of the premiums.

#### G.31.6 Extended Parental Leave

- a. Teachers granted leave under Article G.31.1 may apply, four (4) weeks prior to the expiry of that leave for Extended Parental Leave.
- b. This leave shall be granted for a period of up to fifteen (15) school months, with the return to work to coincide with the commencement of a term or semester.
- c. Benefits

When a teacher has been granted Extended Parental Leave the Board shall, upon request, make arrangements for the continuation of their benefits, if permitted by the carrier, with the premiums being paid for by the teacher.

G.31.7 In the case of a terminated pregnancy or death of the child, a written application for return to duty earlier than the final date of leave may be submitted to the Superintendent. The request for return will be granted when a suitable position is open.

G.31.8 A teacher returning from Parental Leave shall be assigned to the same position or a comparable position if the position held prior to the parental leave no longer exists.

G.31.9 Increment credit for salary purposes shall be given for the period during which a teacher is on Parental Leave. Such leave shall also be counted for purposes of seniority.

G.31.10 If at the end of the Parental Leave the teacher is unable to return to duty because of ill health, the teacher shall qualify for sick leave benefits.

### **ARTICLE G.32: EDUCATIONAL LEAVE**

The Board will grant leave for purposes of educational improvement.

Further, where the Board and the Superintendent determine that the desirability of special training for a teacher or teachers on staff is for the advancement of the educational system, the Board shall sponsor such training by means of grants.

## **ARTICLE G.33: ELECTIVE OFFICE**

G.33.1 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, the Board will grant long-term leave of absence upon request.

G.33.2 Teachers elected or appointed to municipal or regional district offices or a public board may be granted leave of absence, at the cost of a teacher teaching on call (TTOC), up to a maximum of six (6) days in any one (1) school year. Further time off must be obtained by application to the Board.

## **ARTICLE G.34: NATIONAL DEFENCE OVERSEAS/CANADA EXTERNAL AID**

G.34.1 The Board may nominate a teacher on staff for a teaching position with National Defence, or Canada External Aid, upon written request from the teacher and providing that the teacher has at least five (5) years satisfactory teaching experience in this District.

G.34.2 The Board cannot guarantee that teachers on such leave of absence will return to the same position they left, but they will be placed in a position as similar as possible to that left.

## **ARTICLE G.35: DEFERRED SALARY LEAVE PLAN**

G.35.1 There shall be available to all eligible teachers in the District, membership in a Deferred Salary Leave Plan. A Deferred Salary Leave shall be for one (1) school year. Leave requests of less than one (1) year, may be considered due to special circumstances by mutual agreement of the Parties.

G.35.2 This plan shall be administered on behalf of the Board and the Local by a trustee agreed to by the Parties.

G.35.3 The operation of this plan is further governed by the terms of an agreement signed by the Board and the Local dated June 25, 1982 and amended on July 1, 1984, or as subsequently amended or replaced by mutual agreement of the Parties.

## **ARTICLE G.36: TEACHERS ON SECONDMENT**

G.36.1 In the first year of secondment a teacher returning to duties from such leave shall return to their previously held position.

G.36.2 For a secondment greater than one (1) year, the teacher returning to duties from such leave will be assigned to a comparable position upon return to the District.

G.36.3 Notwithstanding Articles G.36.1 and G.36.2 above, a teacher returning to the District, from secondment, may seek a transfer during the transfer period immediately prior to their return.

## SIGNATURES

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Cathy Schmidt, Board Chair  
School District No. 79 (Cowichan Valley)

\_\_\_\_\_  
Louise Thomson  
Cowichan Valley Teachers' Federation

\_\_\_\_\_  
Mike Greenslade  
Cowichan Valley Teachers' Federation

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

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

# 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

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

### **Housekeeping – Form Issues**

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

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

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

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

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

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

### **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

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

**January 22, 2021 - Provincial Matters**

<p style="text-align: center;"><b>Appendix 2</b> <b>LOCAL MATTERS</b></p>
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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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Jacque 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**

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) "Column C Agreements". Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) "Column A agreements". Lastly, a superior daily rate, both short and long term, for TTOC in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation's view that the "No Cut" provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

- 1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that they would receive according to their salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a "Rate of Pay Maintenance Schedule" attached to the Collective Agreement.

**Sample Rate of Pay Maintenance Schedule:**

Name		Annual Salary Effective June 30, 2002	Monthly Installment	
			July 1, 2002	July 1, 2003
First	Last	\$39,365	\$202	\$ 13
First	Last	\$42,564	\$215	\$ 0
First	Last	\$62,752	\$180	\$184

The local parties shall compile and forward the "Rate of Pay Maintenance" Schedule(s) to the provincial parties.

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what they would receive according to their salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.1.6 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time they are employed.
- 1.1.7 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a TTOC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

## **1.2 Term/Temporary Employees**

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 200 1-2002 school year shall have their name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time they are employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a TTOC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

## **1.3 TTOCs**

- 1.3.1 Any TTOC on the TTOC List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.3.2 A "TTOC Schedule" shall be appended to the collective agreement that identifies each eligible TTOC and their daily rate at June 30, 2002.

### **Sample TTOC Schedule:**

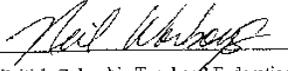
<b>Name</b>	<b>Daily Rate Effective June 30, 2002</b>
First Last	\$159.64
First Last	\$166.70

*NOTE: In some districts the daily rate for TTOCs will be the same for all TTOCs on the Schedule.*

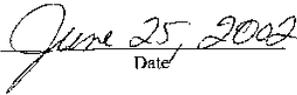
1.3.4 The local parties shall compile and forward these “TTOC Schedules” to the provincial parties.

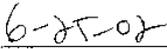
**1.4 Employees Hired After June 30, 2002**

1.4.2 TTOC placed on the TTOC list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

  
 \_\_\_\_\_  
 British Columbia Teachers' Federation

  
 \_\_\_\_\_  
 British Columbia  
 Public School Employers' Association

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Date

*Revised with housekeeping March 26, 2020*

## **Appendix “A” to LOU Re: Section 4 of Bill 27**

### **2.0 SICK LEAVE CREDITS**

Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.

### **3.0 SENIORITY LISTS - DISTRICT-WIDE**

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

### **4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE**

In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May — October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:

- i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early).
- ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).

It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.

Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.

### **5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS**

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement's staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

### **6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002**

If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.

## **7.0 SALARY PLANS**

### **7.1 Deferred Salary Plan**

Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.

### **7.2 12 Month Payroll Savings Plan/ 12-Month Pay Plan**

Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.

## **8.0 BENEFIT PLANS - TURNOVER DATE**

8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.

8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.

## **9.0 INCLUSIONS**

### **9.1 List**

The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.

- i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers. in.
- iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
- iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

### **9.2 School District No.8 (Kootenay Lake)**

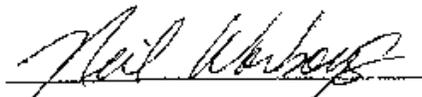
Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.

### **9.3 Application**

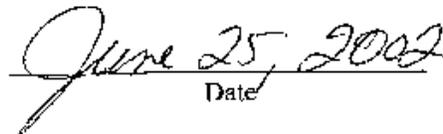
- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the collective agreement shall apply.
- 9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.

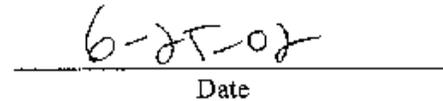
**9.4 School District No.79 (Cowichan Valley)**

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No.65 (Cowichan) and former School District No.66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.

  
British Columbia Teachers' Federation

  
British Columbia  
Public School Employers' Association

  
Date

  
Date

**Appendix "A" to  
LOU Re: Re: Section 4 of Bill 27**

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,547	\$36,436	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,980	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,385	\$55,755

**Example # 1 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 0 = \$38,405 on June 30, 2002**

	Compare with		Annual Difference	Monthly Instalment*
	\$38,405 +2.5%			
Placed on new scale	1-Jul-02	4.1	\$37,347	\$202
	1-Jul-03	4.2	\$40,222	\$13

**Example #2 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 10 = \$52,880 on June 30, 2002**

	Compare with		Annual Difference	Monthly Instalment*
	\$52,880 +2.5%			
Placed on new scale	1-Jul-02	4.10	\$54,395	\$0
	1-Jul-03	4.10	\$55,557	\$0

\* Monthly instalment assumes annual salary paid over 10 months

6/18/2004:10 PM

00-BB-Amalgamation Examples.xlsSheet1

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TOS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,337	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,564	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

Example # 3 Teacher hired under old PLA S.D. 1 - Cat. 5, Step 0 = \$43,626 on June 30, 2002

	1-Jul-02	5.1	\$42,564	Compare with \$43,626 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-03	5.2	\$45,927	\$44,717	\$2,153	\$215
				\$45,835	\$0	\$0

Example #4 Teacher hired under old PLA S.D. 1 - Cat. 5+, Step 10 = \$62,976 on June 30, 2002

Salary grid does not contain Category 5+, therefore placed on Category 5

	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
Placed on new scale	1-Jul-03	5.10	\$64,321	\$64,550	\$1,798	\$180
				\$66,164	\$1,843	\$184

\* Monthly installment assumes annual salary paid over 10 months

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

Signed this 10<sup>th</sup> day of April, 2013

Original signed by:

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Jacquie Griffiths For BCPSEA

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Jim Iker  
For BCTF

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

---

Teri Mooring  
For BCTF

# LETTER OF UNDERSTANDING No. 5

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re:** Teacher Supply and Demand Initiatives

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

**Remote Recruitment & Retention Allowance:**

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

Effective July 1, 2019      \$ 2,570

Effective July 1, 2020      \$ 2,622

Effective July 1, 2021      \$ 2,674

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

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

Effective July 1, 2019      \$ 2,570

Effective July 1, 2020      \$ 2,622

Effective July 1, 2021      \$ 2,674

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

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

Signed this 13<sup>th</sup> day of June, 2012

*Revised: March 26, 2020*

*Original signed by:*

---

Jacque 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**

<b>School Name</b>	<b>Town/Community</b>
<b>05 - Southeast Kootenay (only part of district approved)</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 (entire district approved)</b>	
<b>08 - Kootenay Lake (entire district approved)</b>	
<b>10- Arrow Lake (entire district approved)</b>	
<b>20 - Kootenay Columbia (entire district approved)</b>	
<b>27 - Cariboo Chilcotin (only part of district approved)</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

**28 - Quesnel (only part of district approved)**

Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko
Wells Elem	Wells
Kersley Elem	Kersley
Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake

**47 - Powell River (only part of district approved)**

Texada Elem	Texada Island
Kelly Creek Elem	

**49 - Central Coast (Entire District)**

**50 - Haida Gwaii (Entire District)**

**51 - Boundary (only part of district approved)**

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

**52 - Prince Rupert (Entire District)**

**54 - Bulkley Valley (entire district approved)**

**57 - Prince George (only part of district approved)**

Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride

Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount

**59 - Peace River South (Entire District)**

**60 - Peace River North (Entire District)**

**64 - Gulf Islands (only part of district approved)**

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

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

Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet

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

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

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

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

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

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

**81 - Fort Nelson (Entire District)**

**82 - Coast Mountain (Entire District)**

**84 - Vancouver Island West (entire district approved)**

**85 - Vancouver Island North (Entire District)**

**87 - Stikine (Entire District)**

**91 - Nechako Lakes (Entire District)**

**92 - Nisga'a (Entire District)**

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

Ecole Jack Cook

Terrace

## 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 10 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**

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.
  
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 year's seniority for each year.

#### 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

*Revised with housekeeping March 26, 2020*

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Teri Mooring  
For BCTF

## **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

March 26, 2020  
Date

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Teri Mooring  
For BCTF

March 26, 2020  
Date

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

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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

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

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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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.

## 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)	Covered

limits as defined by Pacific Blue Cross)	
<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**

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

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

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

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

Signed this 11<sup>th</sup> day of April, 2013.

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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For School District 51

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For Boundary Teachers'  
Association

## **LETTER OF UNDERSTANDING NO. 11**

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experienced earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.

7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local collective agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 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 proceeding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30<sup>th</sup> of the proceeding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 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

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BCPSEA

April 22, 2015

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Date

Jim Iker

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BCTF

**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. 16(c) 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. 16(c) of the collective agreement that I, \_\_\_\_\_ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including November 15, \_\_\_\_\_) to that of the applicable previous local collective agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective December 31, \_\_\_\_\_.

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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

### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

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

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

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

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

(Provisions to be identified in Schedule “A” to the Letter of Understanding).

#### **IV. CLASS SIZE AND COMPOSITION**

##### **PART 1: CLASS SIZE PROVISIONS**

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

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

The size of primary classes shall be limited as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Non-Compliance

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

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

### Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

## LETTER OF UNDERSTANDING NO. 13

### BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

### AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

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

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

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**

**BETWEEN**

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

**AND THE**

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

**Re: Cultural Leave for Aboriginal Employees**

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

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

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

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

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Early Career Mentorship**

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

**LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

**Re: Potential Grievance Resolution**

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

**LOCAL LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING  
BETWEEN  
THE BOARD OF SCHOOL TRUSTTES, SCHOOL DISTRICT NO. 65 (COWICHAN)  
AND  
THE COWICHAN DISTRICT TEACHERS' ASSOCIATION**

**ARTICLE B.24 – POSITION OF SPECIAL RESPONSIBILITY**

The parties agree to the job description for *Department Heads: Middle and Secondary Schools* as appended. This will replace the undated document entitled *Regulations for Teaching Personnel: Secondary School Department Heads*.

**FOR THE BOARD**

**FOR THE ASSOCIATION**

'P Campbell'  
Chairperson

'C Prellwitz'  
President

'W F Brown'  
Secretary-Treasurer

'G Kingham'  
Chairperson, Agreement Committee

"94.02.14"  
Date

"February 14, 1994"  
Date

## JOB DESCRIPTION FOR DEPARTMENT HEADS MIDDLE AND SECONDARY SCHOOLS

A Department Head should possess the academic qualifications, energies, organizational abilities, successful teaching experience and personality to enable them to give leadership and assistance to their colleagues.

The function of the Department Head is to work as a team member in providing service, leadership and staff development direction within and between specific subject area(s) and consistent with the School Act and the Collective Agreement. The Department Head duties include:

- Working with members of the Department to develop a Departmental philosophy and series of practices in support of student learning.
- Coordinating the Department Staff by holding regular Department meetings and conferring with individual members of the Department.
- Coordinating curriculum implementation and revision.
- Assisting in modifications of curriculum to meet the needs of the various abilities of individuals and groups, including the organization of locally developed courses.
- Providing advice and support in meeting student and staff needs in course offerings and timetabling.
- Acquainting teachers new to the Department with staff, facilities, and all matters related to course assignments.
- Coordinating student evaluation procedures, mark appeals and course challenges, consistent with school policy and ensuring consistency within the Department.
- Coordinating maintenance and safety procedures for all equipment in the Department to ensure efficient utilization.
- Coordinating budget requests, the distribution of funds, the ordering of supplies and equipment, and the maintenance of a current inventory within the Department.
- Regularly attending the Board Department head meetings held during instructional time and which are under the direction and responsibility of the Director of Instruction.
- Informing members within the Department of new teaching and student evaluation strategies provided in new curricula and ministerial directions as well as implementing effective teaching and evaluation strategies in coordination of new curricular and ministerial directions.

**Letter of Intent**

**This Letter of Intent is dated for reference the 16th day of October, 2019.**

**BETWEEN:**

**CVTF  
(Cowichan Valley Teachers' Federation)**

**And**

**BOARD  
The Board of Education of School District No. 79 (Cowichan Valley)**

**Re: Transfer E.14**

**WHEREAS:**

- A. Both parties acknowledge there is a shared objective to ensure a fair, transparent, and efficient 'transfer process'. To this end, a new transfer process may be developed that may include- rounds or other processes.
- B. If both parties agree that it is mutually beneficial to alter a collective agreement article, or clause, then a Mid-Contract Modification (MCM) will be sought.
- C. Both parties are committed to dedicating time, personnel, and resources to achieve an agreed upon 'transfer process' that may be implemented March 1, 2021, or as soon as practicable during the term of the next collective agreement.
- D. Both parties agree that there be a committee consisting of up to five (5) members of each party. The first meeting will be scheduled no later than January 31, 2020. Subsequent meeting(s) will be discussed at that time.
- E. It is understood by both parties that all discussions pursuant to achieving this shared objective, will be without prejudice until the shared objective is obtained.

- F. This of Intent does not bind either party to the shared objective, and if either party discovers during the course of discussions that the shared objective is not in their respective members' best interest, then either party may end the process.

IN WITNESS WHEREOF, this Letter of Intent has been signed on behalf of the parties hereto as of the date first written above.

CVTF by its authorized signatory:

\_\_\_\_\_  
John Dryden, Chief Negotiator

The BOARD by its authorized signatory:

\_\_\_\_\_  
Jason Sandquist, Chief Negotiator

## **Semester System**

**A Letter of Understanding made and entered into this 22 day of June, 2016**

Between:

**Board of Education of School District No. 79 (Cowichan Valley)**

(“the Board”)

and:

**Cowichan Valley Teachers’ Federation**

(“the Federation”)

and:

**British Columbia Teachers’ Federation**

(“BCTF”)

and:

**British Columbia Public School Employers’ Association**

(“BCPSEA”)

Without prejudice and precedent to the interpretation or application of provisions in the agreement dealing with the same or similar matters or the position of the parties in any other proceeding.

1. The parties are committed to maintaining secondary instructional contact time at 24 hours per week as per Article D.16.1.
2. The terms of this L.O.U. shall conclude June 30, 2019. The terms of this L.O.U. shall apply only to Cowichan Secondary School, Chemainus Secondary School, and Lake Cowichan Secondary School. All other schools continue to be covered by the current provisions of Article D.16 in the collective agreement.
3. If the timetable at Cowichan Secondary School, at Chemainus Secondary School, or at Lake Cowichan Secondary School, or at any other secondary school consists of two (2) five (5) month semesters with four (4) classes per day, then teachers will agree to be assigned four (4) periods out of four (4) in one semester and three (3) periods out of four (4) in the other semester, such that the instructional contact time will not exceed 24 hours per week as averaged over each school year.
4. Teachers shall not be assigned nor eligible to accept more than seven (7) instructional blocks per school year.
5. A payment formula for teachers with part-time assignments, teachers returning from leave, or taking approved leave is attached.

6. A six (6) member committee composed of an equal number of Federation and Board representatives shall meet upon the request of either party to:
  - a. review examples of secondary timetable scheduling that maintain instructional contact time at 24 hours per week throughout the school year without averaging.
  - b. make recommendation to the Board and the Federation.
7. Any required payroll adjustments necessitated by this Letter of Understanding, to address overpayment or underpayment, shall be made at the end of each semester when possible or by June 30.
8. Prior to the expiry of this LOU, either party may withdraw from this agreement for the subsequent school year by serving notice by December 31st of the current school year.

Original Signed By

*Candace Spilsbury*  
Board of Education of  
School District No. 79 (Cowichan Valley)

*Christine Rolls*  
Cowichan Valley Teachers' Federation

*Jason Sandquist*  
Board of Education of Cowichan  
School District No. 79 (Cowichan Valley)

*Erica Roberts*  
Valley Teachers' Federation

*Leanne Bowes*  
British Columbia Public School Employers'  
Association

*Jim Iker*  
British Columbia Teachers' Federation

Teachers with part-time assignments shall be paid according to the preceding principles the following payment formula.

1. Appendix A applies to teachers who have an assignment in a secondary school that operates on a semestered 4 x 4 timetable.
2. Each block of instruction assigned to a teacher shall be considered as 0.143 FTE of a full year's assignment and annual salary as set out in Table 1 as follows:

Table 1

Number of teaching blocks	Posted Semester Job Assignment	Annual Salary Payment by FTE Assignment
1	0.286	0.143
2	0.572	0.286
3	0.858	0.429
4	1.143	0.572
5	N/A	0.715
6	N/A	0.858
7	N/A	1.000

(NOTE: Portions of blocks will be prorated according to Table 1.)

1. A part-time teacher who has an assignment that includes teaching blocks during each semester shall be paid based on the total number of teaching blocks for the school year.

Example 1: A part-time teacher works at a school that runs on a semestered 4 x 4 timetable. The teacher is assigned two blocks in Semester One and three blocks in Semester Two. That teacher is therefore assigned five blocks for the year. That teacher has a 0.715 FTE assignment for the year and would be paid at that FTE all year.

Example 2: A part-time teacher works at a school that runs on a semestered 4 x 4 timetable. The teacher is assigned one block in Semester One and one block in Semester Two. That teacher is therefore assigned two blocks for the year. That teacher has a 0.286 FTE assignment for the year and would be paid at that FTE all year.

2. A part-time teacher who is assigned teaching blocks in one semester only during a school year shall be paid according to the FTE of the teacher's annual salary generated by the number of blocks assigned. That amount shall be paid over the five month period of the semester. The posted FTE shall be as defined in table 1.

Example 3: A part-time teacher works at a school that runs on a semestered 4 x 4 timetable. The teacher is assigned two teaching blocks for Semester 2. The teacher will be paid 0.286 FTE of the teacher's annual salary. That amount shall be paid over the five month period covered by the semester.

Example 4: A part-time teacher works at a school that runs on a semestered 4 x 4 timetable. The teacher is assigned four teaching blocks for Semester 2. The teacher will be paid 0.572 FTE of the teacher's annual salary. That amount shall be paid over the five month period covered by the semester up to 1.0 of the semester salary, any additional top up will be paid at the end of the semester.

5. Teachers shall accrue and be deducted sick leave on the basis of the FTE assigned to them. However, teachers shall not accrue more than 15 days of sick leave in a year and shall not be deducted more than one (1) day of sick leave for any day that they are absent due to illness.

**APPENDIX A SALARY GRIDS**

**School District No. 79 Cowichan Valley  
Teachers' Salary Grid  
July 1, 2019 – June 30, 2020**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 51,769	\$ 55,216	\$ 56,425
1	\$ 50,149	\$ 54,660	\$ 58,335	\$ 59,625
2	\$ 52,464	\$ 57,551	\$ 61,454	\$ 62,825
3	\$ 54,778	\$ 60,441	\$ 64,573	\$ 66,024
4	\$ 57,091	\$ 63,333	\$ 67,691	\$ 69,223
5	\$ 59,406	\$ 66,222	\$ 70,810	\$ 72,423
6	\$ 61,721	\$ 69,114	\$ 73,930	\$ 75,622
7	\$ 64,035	\$ 72,005	\$ 77,049	\$ 78,822
8	\$ 66,349	\$ 74,896	\$ 80,168	\$ 82,021
9	\$ 68,662	\$ 77,786	\$ 83,287	\$ 85,220
10	\$ 73,107	\$ 83,097	\$ 88,998	\$ 91,073

**July 1, 2020 – June 30, 2021**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 52,804	\$ 56,320	\$ 57,554
1	\$ 51,152	\$ 55,753	\$ 59,502	\$ 60,818
2	\$ 53,513	\$ 58,702	\$ 62,683	\$ 64,081
3	\$ 55,874	\$ 61,650	\$ 65,865	\$ 67,344
4	\$ 58,233	\$ 64,599	\$ 69,045	\$ 70,608
5	\$ 60,594	\$ 67,547	\$ 72,227	\$ 73,872
6	\$ 62,956	\$ 70,496	\$ 75,408	\$ 77,134
7	\$ 65,315	\$ 73,445	\$ 78,590	\$ 80,398
8	\$ 67,676	\$ 76,393	\$ 81,771	\$ 83,662
9	\$ 70,036	\$ 79,342	\$ 84,953	\$ 86,924
10	\$ 75,301	\$ 85,590	\$ 91,668	\$ 93,805

**July 1, 2021 – June 30, 2022**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 49,769	\$ 53,861	\$ 57,446	\$ 58,705
<b>1</b>	\$ 52,175	\$ 56,868	\$ 60,692	\$ 62,034
<b>2</b>	\$ 54,583	\$ 59,877	\$ 63,937	\$ 65,363
<b>3</b>	\$ 56,991	\$ 62,883	\$ 67,182	\$ 68,691
<b>4</b>	\$ 59,398	\$ 65,891	\$ 70,426	\$ 72,020
<b>5</b>	\$ 61,806	\$ 68,898	\$ 73,671	\$ 75,349
<b>6</b>	\$ 64,215	\$ 71,906	\$ 76,916	\$ 78,677
<b>7</b>	\$ 66,622	\$ 74,914	\$ 80,162	\$ 82,006
<b>8</b>	\$ 69,029	\$ 77,921	\$ 83,407	\$ 85,335
<b>9</b>	\$ 71,436	\$ 80,929	\$ 86,652	\$ 88,663
<b>10</b>	\$ 76,807	\$ 87,302	\$ 93,501	\$ 95,681

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