

Working Document

2019-2022 PROVINCIAL COLLECTIVE AGREEMENT

– Between –

British Columbia Public School Employers' Association

(Board of Education in School District No. 91 Nechako Lakes)

– And –

British Columbia Teachers' Federation

(Burns Lake and Nechako Teachers' Union)

AS IT APPLIES IN S.D. #91 (NECHAKO LAKES)

Effective July 1, 2019 – June 30, 2022

<p>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 <u>Public Education Labour Relations Act</u>, as those terms and conditions are applicable to this school district. In the event of a dispute, the original source documents would be applicable.</p>
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Burns Lake and Nechako Teachers' Union /
School District No. 91 (Nechako Lakes)
Provincial Collective Agreement
Local Working Document
2019- 2022

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SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

PREAMBLE

It is recognized that it is in the best interests of both parties as well as those served by the school system that harmonious relations and settled conditions of employment be maintained.

The parties recognize the importance of a Quality Education System and to that end the Board recognizes the professional expertise of the teachers and the Union recognizes the responsibility of the Board to manage and operate the School District. It is further recognized that it is in the mutual interest of the Board and the Union to provide for the efficient and orderly operation of the schools within the School District under methods which will further, to the fullest extent possible, the education of the pupils in the School District.

Both parties agree to sponsor information workshops to inform Board and administrative officers as well as Union members of the contents and import of this Agreement.

Both parties agree to institute frequent meetings between the Superintendent or their designate and the Union President or their designate to aid the implementation of this Agreement.

This Agreement is made pursuant to and governed by the *School Act*, the *British Columbia Labour Relations Code*, and the *Public Education Labour Relations Act*. In case of any conflict between this Agreement and those Acts and any Regulations made thereunder, those Acts and Regulations shall prevail.

ARTICLE A.1: TERM, CONTINUATION AND RENEGOTIATION

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

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

ARTICLE A.2: RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, School District No. 91 (Nechako Lakes) recognizes the Burns Lake and Nechako Teachers Union (BLNTU) as the teachers' union for the negotiation in School District No. 91 (Nechako Lakes) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in School District No. 91 (Nechako Lakes) subject to *PELRA* and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3: MEMBERSHIP REQUIREMENT

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

ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION

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

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

ARTICLE A.5: COMMITTEE MEMBERSHIP

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

[Note: In Article A.5, Teacher Teaching on Call includes Teachers Teaching on Call and Teacher-Replacements.]

ARTICLE A.6: GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

- ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
- iii. Each party shall determine who shall attend the meeting on its behalf.

8. Arbitration (Conduct of)

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

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.
- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
 - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call [or Teacher-Replacement] (TTOC) is required, such costs shall be borne by the employer.
 - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
 - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

ARTICLE A.7: EXPEDITED ARBITRATION

1. Scope

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

2. Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan
 - iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall

- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.
- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel .
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or to seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

ARTICLE A.8: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

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

ARTICLE A.9: LEGISLATIVE CHANGE

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

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

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

ARTICLE A.20: LEAVE FOR LOCAL CONTRACT NEGOTIATION

Release time shall be provided to up to three members of the Union to conduct local contract negotiations. The cost of three teachers teaching on call or teacher replacements per meeting shall be borne by the Board, if required. Under normal circumstances, the Union will request leave at least three (3) days in advance.

ARTICLE A.21: MANAGEMENT RIGHTS

The Union recognizes, subject to the provisions of this Agreement, the right and responsibility of the Board to manage and operate the school district. The Union further agrees that the Board has, subject to the provisions of this Agreement, the right to make policy and regulations governing the operation and management of its schools.

ARTICLE A.22: BLNTU SCHOOL UNION REPRESENTATIVES

BLNTU school union representatives, elected in accordance with local Union procedures, may convene meetings in the school to conduct Union business outside instructional hours.

ARTICLE A.23: JOB ACTION

Article A.22 (BLNTU School Union Representatives), Article A.29 (Access and Facilities) Article A.30 (Bulletin Boards) and Article A.31 (Internal Mail) of this Agreement do not apply while either party is taking action permitted by Part 5 of the Labour Relations Code of British Columbia.

ARTICLE A.24: COPY OF AGREEMENT

The Board shall provide every employee covered by this Agreement with electronic access to a copy of this Agreement within thirty (30) days of the conclusion of the negotiations, or upon employment with the Board.

Any employee covered by this Agreement shall be given a digitized copy of the agreement if they so request.

Each member of the BLNTU executive will be provided with a printed copy within thirty (30) days of being elected to a position on the executive or within thirty (30) days of the conclusion of negotiations.

Printed copies will be made available by the Employer at each worksite. There will be a minimum of one (1) printed copy in the office and a minimum of one (1) printed copy in each staffroom for every ten (10) members assigned to that worksite.

Teachers may request a paper copy from the Employer. Such requests will not be unreasonably denied.

When necessary, and when requested, assistance will be provided to every employee covered by this Agreement to ensure they have access to an electronic and/or web based copy of the Collective Agreement.

ARTICLE A.25: STAFF ORIENTATION

All teachers new to the staff of the District shall have an opportunity to receive an orientation provided by the Board and the Union prior to school starting in the fall term.

ARTICLE A.26: SCHOOL STAFF COMMITTEES

1. The teaching staff of a school may establish a staff committee in the school.
2. The size and membership of the staff committee shall be determined by the staff.
3. The purpose of the staff committee shall be to review and make recommendations on matters of concern raised by the school staff.
4. The school's administrative officer(s) shall give every consideration to recommendations of the staff committee.

ARTICLE A.27: RIGHT TO REPRESENTATION

1. A representative of the Union shall, at the request of a Union member, attend any meeting between that Union member and an administrative officer of the Board.
2. If a meeting is discipline related, or if the education officer has reason to believe a representative of the Union should be present, the member must be represented by an executive officer of the Union, or the member must meet with an executive officer of the Union to sign a form waiving their right to representation.
3. If the president is unavailable, a representative of the Union shall be released from teaching duties, without loss of pay, in order to attend these meetings or handle grievances.

ARTICLE A.28: NO CONTRACTING OUT

1. All of the duties of teachers as enumerated in the *School Act*, shall, except for the provisions of R.5.(6) of the *Act*,
 - a. Be carried out only by members of the Union, or
 - b. Be carried out only under the supervision of members of the Union.

ARTICLE A.29: ACCESS AND FACILITIES

The Union shall have access to school buildings and equipment for meetings and to transact other business provided that such use does not conflict with other planned uses.

ARTICLE A.30: BULLETIN BOARDS

The Union shall have access to staff room bulletin board space in each school.

ARTICLE A.31: INTERNAL MAIL

The Union shall have reasonable access to the district mail service and employee mailboxes, free of charge, for communication to teachers provided any greatly increased volume does not add extra costs to the Board, such as hiring an additional delivery person or requiring additional trips.

ARTICLE A.32: SHARING OF INFORMATION

1. The Board, upon request by the Union, agrees to furnish to the Union information, if available, concerning the financial resources and professional staff of the District within five (5) days' time.
2. Such information shall include:
 - a. Financial information including annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks;
 - b. Professional employee information including a list of employees, grid placement, seniority and staff assignment;
 - c. Notification of job postings, transfers, hirings, resignations, retirements, employee deaths, dismissals and suspensions; and
 - d. Agendas and minutes of all Board meetings and attachments, excluding "In Committee" items.

ARTICLE A.33: PICKET LINE PROTECTION

1. All employees covered under this Agreement may refuse to cross or work behind a legally constituted picket line as defined under the *Labour Relations Code*. Failure to cross such a picket line shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action by the Board unless the picket line has been deemed to be illegal under the *Labour Relations Code*. Discipline shall not be retroactive.
2. Any employee failing to report to work when faced with a picket line shall be considered absent without pay.
3. It is the responsibility of the Board to determine the legal status of the picket line, through the procedures set out in the *Labour Relations Code* or the courts.
4. 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 lockout, nor shall teachers request, require, or direct pupils to carry out such duties.

ARTICLE A.34: TEACHER ASSISTANTS

1. While in a teacher's class, all teacher assistants hired to assist that teacher shall perform only those duties agreed upon by the school's administrative officer and the teacher.

2. Except for current practices or by mutual agreement of the Board and the Union, teacher assistants shall not be used as alternatives for:
 - a. Qualified professional personnel, including teacher-librarians, counsellors, TTOCs, or teacher replacements;
 - b. lowering the pupil/teacher ratio or reducing class size

ARTICLE A.35: EXCLUSIONS FROM BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the Board and Union. The Board shall notify the Union of all newly created teaching positions, including positions of special responsibilities, in the District.
2. Newly created teaching positions of special responsibilities shall be accompanied by a job description and submitted to the Union.
3. Newly created teaching positions, including positions of special responsibilities shall be included in the bargaining unit unless the position is excluded by mutual agreement.

ARTICLE A.36: ASSOCIATED PROFESSIONALS

1. The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, included in the agreement of the former School District No. 55 (Burns Lake), by variation of the LRB, but not included for purposes of the School District No. 56 (Nechako) agreement.
 - a. Associated professionals including Speech Language Pathologists, Indigenous Educational Counsellors, Indigenous Language and Culture Instructors.
2.
 - a. After June 30, 2002, in the geographical area of the former School District No. 55 (Burns Lake) agreement, all employees listed above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
 - b. BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified above. Should the parties be unable to reach agreement, the terms of Article A.1.4 of the collective agreement shall apply.
 - c. In the geographical area of the former School District No. 56 (Nechako) agreement, employees listed above shall not become members of the bargaining unit except through the processes provided in the Labour Code.

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1: SALARY

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

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

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

Local Provisions:

7. The salary schedule below provides remuneration for all persons covered by this Agreement.

Effective July 1, 2019

	Cat 4	Cat 4.25	Cat 4.5	Cat 5	Cat 5+	Cat 6
0	\$48,236	\$48,909	\$49,588	\$53,729	\$57,236	\$58,467
1	\$50,942	\$51,614	\$52,295	\$56,921	\$60,595	\$61,886
2	\$53,647	\$54,321	\$55,000	\$60,111	\$63,954	\$65,303
3	\$56,354	\$57,026	\$57,707	\$63,300	\$67,312	\$68,721
4	\$59,061	\$59,734	\$60,413	\$66,490	\$70,671	\$72,141
5	\$61,768	\$62,440	\$63,119	\$69,679	\$74,030	\$75,558
6	\$64,473	\$65,147	\$65,826	\$72,869	\$77,388	\$78,977
7	\$67,179	\$67,852	\$68,531	\$76,060	\$80,747	\$82,395
8	\$69,885	\$70,559	\$71,237	\$79,251	\$84,106	\$85,813
9	\$72,591	\$73,266	\$73,943	\$82,440	\$87,465	\$89,230
10	\$77,558	\$77,558	\$77,558	\$88,199	\$93,549	\$95,428

Note: School District No. 91 (Nechako Lakes) is also eligible for the remote recruitment and retention allowance of \$2,570 pursuant to Letter of Understanding No. 5.

Effective July 1, 2020

Step	Cat 4	Cat 4.25	Cat 4.5	Cat 5	Cat 5+	Cat 6
0	\$49,201	\$49,887	\$50,580	\$54,803	\$58,381	\$59,637
1	\$51,961	\$52,646	\$53,341	\$58,060	\$61,807	\$63,124
2	\$54,720	\$55,408	\$56,100	\$61,313	\$65,233	\$66,610
3	\$57,481	\$58,167	\$58,861	\$64,566	\$68,658	\$70,096
4	\$60,242	\$60,929	\$61,621	\$67,820	\$72,084	\$73,583
5	\$63,004	\$63,689	\$64,381	\$71,073	\$75,510	\$77,069
6	\$65,763	\$66,450	\$67,142	\$74,326	\$78,936	\$80,556
7	\$68,523	\$69,209	\$69,901	\$77,582	\$82,362	\$84,042
8	\$71,283	\$71,970	\$72,662	\$80,836	\$85,788	\$87,529
9	\$74,043	\$74,731	\$75,422	\$84,089	\$89,214	\$91,014
10	\$79,884	\$79,884	\$79,884	\$90,845	\$96,356	\$98,291

Note: School District No. 91 (Nechako Lakes) is also eligible for the remote recruitment and retention allowance of \$2,622 pursuant to Letter of Understanding No. 5.

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Effective July 1, 2021

Step	Cat 4	Cat 4.25	Cat 4.5	Cat 5	Cat 5+	Cat 6
0	\$50,185	\$50,885	\$51,592	\$55,899	\$59,549	\$60,830
1	\$53,000	\$53,699	\$54,408	\$59,221	\$63,043	\$64,387
2	\$55,814	\$56,516	\$57,222	\$62,539	\$66,538	\$67,942
3	\$58,631	\$59,330	\$60,038	\$65,858	\$70,031	\$71,498
4	\$61,447	\$62,148	\$62,853	\$69,176	\$73,526	\$75,055
5	\$64,264	\$64,963	\$65,669	\$72,494	\$77,020	\$78,610
6	\$67,078	\$67,779	\$68,485	\$75,813	\$80,515	\$82,167
7	\$69,893	\$70,594	\$71,299	\$79,133	\$84,009	\$85,723
8	\$72,709	\$73,409	\$74,115	\$82,453	\$87,504	\$89,279
9	\$75,524	\$76,226	\$76,930	\$85,771	\$90,999	\$92,834
10	\$81,482	\$81,482	\$81,482	\$92,662	\$98,283	\$100,257

Note: School District No. 91 (Nechako Lakes) is also eligible for the remote recruitment and retention allowance of \$2,674 pursuant to Letter of Understanding No. 5.

ARTICLE B.2: TTOC PAY AND BENEFITS

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

6. Rate of Pay:
- a. An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

Local Provisions:

7. Definitions:

- a. A Teacher Teaching on Call (TTOC) is any certified substitute teacher;
- b. A Teacher-Replacement is any non-certified substitute teacher;
- c. A Replacement-Teacher is either a TTOC or a Teacher-Replacement.

8. Rate of Pay

- a. Teacher-replacements and Teachers Teaching on Call will be associate or active members of the BCTF and the appropriate fee will be deducted from the first pay cheque of the year.

- b. i. Teacher-replacements will be paid according to the following scale:

Effective July 1, 2019	\$145.29
Effective July 1, 2020	\$148.19
Effective July 1, 2021	\$151.16

- ii. On the 6th date of the same assignment the rate of pay shall be as follows, retroactive to day one of the assignment:

Effective July 1, 2019	\$245.88
Effective July 1, 2020	\$250.80
Effective July 1, 2021	\$255.81

9. Call-out

- a. A TTOC or teacher replacement assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
- b. A TTOC or teacher replacement assigned to a school for a half-day and not utilized or utilized for only a portion of that half-day shall be paid for a half-day.
- c. No assignment shall be for less than one half of a day.

10. Continuous Assignment

- a. A TTOC or teacher replacement's service shall not be considered broken by:
 - i. A non-instructional day;
 - iii. A strike or lockout;
 - iv. The replacement-teacher's illness or accident.
- b. A Teacher Replacement CAN NOT:
 - i. Bank or accumulate periods of service of less than six days in order to qualify for enhanced payment, whenever such days are interrupted by a regular teachers resumption of the duties performed by the TTOC or teacher replacement, EXCEPT IN THE FOLLOWING CIRCUMSTANCES:
 - 1) Fractional Assignments:

A TTOC or teacher replacement working a fractional assignment, replacing a teacher who also works a fractional assignment (i.e. 0.5) shall qualify for payment under this clause after filling the regular teacher assignment for a period of six fractional days, provided this period is not interrupted by the regular teacher's return to work.
 - 2) Periodic Scheduled Assignments:

A TTOC or teacher replacement who is engaged in the predictable, scheduled, and periodic (including partial or fractional), replacement of a teacher for a period of six or more fractional days, including days, such as every Tuesday, provided the duties are not interrupted by the regular teacher's resumption of the duties performed by the replacement-teacher.

11. Pay Periods

The Board shall pay TTOCs or teacher replacements on a bi-weekly basis.

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

[PCA Article B.3 does not apply in School District No. 91 (Nechako Lakes)]

ARTICLE B.4: EI REBATE

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

ARTICLE B.5: REGISTERED RETIREMENT SAVINGS PLAN

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

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

ARTICLE B.6: SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

1. Private Vehicle Damage

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

2. **Personally Owned Professional Material**

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

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

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

ARTICLE B.8: OPTIONAL TWELVE-MONTH PAY PLAN

[PCA Article B.8.1 through B.8.10 does not apply in School District No. 91 (Nechako Lakes) See B.9.4]

ARTICLE B.9: PAY PERIODS

[PCA Article B.9.1 through B.9.3 does not apply in School District No. 91 (Nechako Lakes) See B.9.4]

Local Provisions:

4. Teachers shall have the option of being paid in 10 monthly instalments or 12 monthly instalments, with a mid-month advance of 30% of their gross salary. Such mid-month advance will be paid on the first business day after the 14th of the month. The month end payment will be made on the last business day of the month.
5. Newly employed teachers wishing to be paid in 12 monthly instalments must notify the Board, in writing, by the first week of their employment. Teachers currently employed must notify the Payroll Department by June 30 if they wish to be paid in 12 monthly instalments.

ARTICLE B.10: REIMBURSEMENT FOR MILEAGE AND INSURANCE

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

Effective July 1, 2019 \$ 0.56 c/Km

Effective July 1, 2020 \$ 0.57 c/Km

Effective July 1, 2021 \$ 0.58 c/Km

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

[PCA Article B.10.4 does not apply in School District No. 91 (Nechako Lakes)]

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

ARTICLE B.11: BENEFITS

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

Local Provisions:

5. **Benefit Plan Information and Changes [Not applicable to the Provincial Extended Health Benefit Plan. See Article B.11.2 and LOU No. 9.]**
 - a. The Board shall provide the Teachers' Union with a copy of all teacher benefit plan agreements and shall annually provide the Teachers' Union with a copy of the financial/actuarial statements issued by the carrier.
 - b. The coverage under these plans shall not be altered or amended nor the carrier changed without agreement of the Teachers' Union.
6. The Board will pay 100% of the premiums for those teachers who are or wish to become members of the Medical Services Plan of British Columbia and the Provincial Extended Health Benefits Plan including Travel Rider. In the case of teachers employed less than half-time (.5), the Board's contribution shall be reduced correspondingly.
7. The Board will pay 100% of the annual premium of the BCTF/BCSTA Group Life Insurance Plan (Plan B). Membership in this plan is compulsory to teachers commencing employment with the Board after December 31, 1974.
8. Every September 1st, the Board shall deduct voluntary BCTF Voluntary Group Life Insurance Plan premiums from those teachers wishing to extend their or their family's insurance coverage provided the appropriate insurance application form has been completed and is received by the Secretary-Treasurer no later than the thirtieth (30th) of September.
9. Any teacher hired after September 1 of each year shall have fifteen (15) days to submit to the Secretary-Treasurer the completed, appropriate insurance application form.
10. The Board will pay 100% of the annual premium of employees enrolled in the C.U. & C. (Pacific Blue Cross) Dental Plan, #7250. In the case of teachers employed less than half-time (.5), the Board's contribution shall be reduced correspondingly.
11. The Board shall continue to contribute its share of the cost of maintaining coverage under the Medical Services Plan of British Columbia, including Extended Health Benefits and Travel Rider, BCTF/BCSTA. Group Life Insurance and Dental Plan, where applicable, during the period a teacher is on medical leave-of-absence to a maximum of one year after expiration of statutory sick leave.
12. On appointment to the District, teachers shall receive credit for accumulative sick leave of thirty days and shall receive no further credit until commencement of the third year of employment.
13. If a teacher resigns, having used more sick time than earned, the over payment must be repaid to the Board.

ARTICLE B.12: CATEGORY 5+

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

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

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

ARTICLE B.20: GRID PLACEMENT

1. Placement on the salary grid shall be determined in accordance with the category assigned by the Teacher Qualification Service, subject to the clauses of this Collective Agreement and in accordance with years of experience as determined by the clauses of this Collective Agreement.
2. At the time of appointment, the Board shall advise the teacher, in writing of, the documentation required to establish initial scale placement, the requirement to advise the Board if any delay is expected in meeting the deadlines and the procedures for re-designation and appeal of any decision with respect to scale placement.
3. Each teacher shall submit all documentation required by the Board to establish salary placement. Such documentation shall be submitted within four months of commencement of employment or change in category or certification. If the documentation is not submitted within this four month period, placement on the grid will be dropped down one category until the documentation is received.
4. The Board shall advise the teacher, in writing, when any documentation has not been received and shall pursue the matter with the teacher.
5. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
6. In the event that a teacher wishes to appeal their placement on the salary scale, for category and/or experience, the teacher must apply in writing to the superintendent for adjustment. Proof of the category must be provided during the school year involved for retroactive pay to be made. For the purposes of this clause, teachers hired on January 1 or later, "school year" shall be deemed to end December 31. In the event that the matter is not satisfactorily resolved and the teacher wishes to appeal further, the grievance procedure, as outlined in Article A.6, will apply.
7. In the event that a teacher has received too much or too little money due to category placement, repayment shall be made by the teacher to the Board or vice versa.
8. No teacher in the employ of the Board July 1, 1990 and in possession of a Professional Teaching Certificate, shall be placed lower than category 4 on the salary scale.

ARTICLE B.21: EXPERIENCE RECOGNITION

1. Recognition of Experience

All teaching experience as a certified teacher in government inspected schools shall be recognized and credited for placement on the salary schedule.

- a. In the case of fractional years of service, any amount in excess of eight-tenths (8 months) of service shall be considered a full year of service for increment purposes.
- b. TTOCs teaching shall accumulate for experience credit pursuant to Article C.4 (TTOC Employment).
- c. Periods of part-time teaching and short term appointments may be added together for accumulation of years of experience credit.
- d. Teaching service, as specified above, in provincial government schools or similar institutions shall be credited, where the service is deemed equivalent to that of employment in the public school system. Similarly, teaching service or appropriate educational administrative service as a member of the staff of the provincial Ministry of Education, shall be credited.
- e. Teachers appointed to part-time positions shall earn credit towards an increment but shall not be paid the increment until the full increment would normally be payable. If, however, a teacher's time is increased to full-time, then experience credit is pro-rated on a full-time equivalency basis.
- f. Service as a full-time member of a faculty of a university or college, as a certified teacher, shall carry full credit.
- g. Absence while on paid statutory sick leave, Salary Indemnity Plan, or short term maternity leave shall carry full experience credit.
- h. Full-time service to the local Union or the British Columbia Teachers' Federation shall carry full experience credit. Part-time service shall be credited as for part-time teaching.

ARTICLE B.22: INCREMENT DATES

The increment date shall be the first day of September, or the first day of January, whichever occurs first, following the applicable experience accumulation.

ARTICLE B.23: TRADE AND TECHNICAL EXPERIENCE

1. The Joint Committee shall evaluate experience for Industrial Education, Commerce, Computer Science or Vocational educational specialities.
2. One year of experience shall be allowed for each year of trade and/or technical experience providing such experience is, in the opinion of the Committee, closely related to the workload of the employee concerned. A year of trade, technical or work experience is defined as any ten (10) consecutive months of full time employment in any twelve (12) month period or any two (2) periods of full time employment, each period to be of five (5) months or more duration, the two (2) periods to be in the same twelve (12) month period. The maximum to be allowed for the experience shall be five (5) years unless otherwise agreed by the President of the Union and the Superintendent of Schools or designate.

ARTICLE B.24: HOSPITAL/HOMEBOUND TEACHERS

1. The Board and the Union agree that hospital/homebound teachers may be hired either as full or part-time teachers.
2. A TTOC or teacher replacement employed as a hospital/homebound teacher shall be paid on a "days per week" basis. The minimum call-out for these teachers shall be the equivalent of one day per week.
3. For each assignment, at the time of hiring, a mileage allowance, if required, shall be agreed upon, in accordance with the provisions of this Agreement.

ARTICLE B.25: POSITIONS OF SPECIAL RESPONSIBILITY

1. Job Descriptions

The Board, in consultation with the Union, will draw up job descriptions for all Positions of Special Responsibility, including, but not limited to, Head Teachers, Department Heads, Helping Teachers. These descriptions shall be the recognized job descriptions for such positions.

2. New Positions

The Board, in consultation with the Union, shall prepare a new job description whenever a new Position of Special Responsibility is created or whenever the duties of any such position are changed or increased. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the Teachers' Union.

3. Elimination of Positions

Existing positions of special responsibility shall not be eliminated or changed without prior consultation with the Union.

4. Department Head Allowances

- a. Department heads and other teachers assigned to positions of special responsibility shall be paid an annual allowance of:

Effective July 1, 2019	\$2,678
Effective July 1, 2020	\$2,731
Effective July 1, 2021	\$2,786

- b. The total department head allowance paid in each secondary school shall not exceed six times the basic rate. If more than six department heads are assigned, the allowance for six department heads will be shared equally. This allowance is subject to change in accordance with grid changes.

5. Special Position Allowances:

- a. For the position of Elementary Counsellor:

Effective July 1, 2019	\$5,708
Effective July 1, 2020	\$5,822
Effective July 1, 2021	\$5,939

- b. For the positions of Assistant Counsellor, Cooperative Education Coordinator and Language Arts Consultant:

Effective July 1, 2019	\$4,124
Effective July 1, 2020	\$4,206
Effective July 1, 2021	\$4,290

ARTICLE B.26: PART-TIME TEACHERS' PAY AND BENEFITS

1. Part-time teachers shall be paid that portion of their regular schedule placement that relates to the portion of an instructional week worked.
2. The length of the instructional week shall be as determined by the Board and this Agreement, in conformity with the School Act and Regulations, less the length of the noon intermission.
3. Part-time teachers teaching half-time (.5) or more shall be eligible to participate in all benefit plans. The Board will bear the full cost of benefits for such teachers.

4. The part-time teacher shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.

ARTICLE B.27: FIRST AID

The Board shall pay an allowance to any teacher holding a valid Industrial First Aid Certificate. The Board shall reimburse the applicable course fees for the acquisition or renewal of the certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply for this reimbursement and provide proof of payment and proof of successful completion of the course. The allowance shall be as follows:

Effective July 1, 2019	\$386
Effective July 1, 2020	\$393
Effective July 1, 2021	\$401

ARTICLE B.28: PART MONTH PAYMENTS AND DEDUCTIONS

This Article applies only to employees on continuing contracts and employees with limited duration appointments.

1. The rate of deduction for a day without pay shall be defined as 1/195 of the current annual salary of the teacher.
2. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all prescribed school days that month.
3. For purposes of the above clause, any prescribed day on which the teacher is on authorized leave of absence shall be deemed to be a day of work and deductions (if any) which are authorized by this Agreement (or statutes) in respect of such leave of absence shall be made from the monthly payment required in that article.
4. In the event that a teacher commences work (including beginning or ending unpaid leave) on a day other than the first prescribed school day in that month, or terminates employment on a day other than the last prescribed school day in that month, the formula for payment shall be:

$$\frac{\text{\# of days taught}}{\text{\# of teaching days in the month}} \times 1/10 \times \text{annual salary}$$

ARTICLE B.29: NO CUTS IN SALARY

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

ARTICLE B.30: PAYMENT BEYOND SCHOOL YEAR

1. If requested by the Board, a teacher may elect to work on curriculum development, tuition or instruction beyond the prescribed number of days in the school year (195). In such cases the teacher shall be paid a sum equal to 1/195 of their salary on the salary schedule for each day worked.
2. Participation in activities beyond the school year, other than in Article B.30.1, may be subject to private agreement between the Board and the teacher.

ARTICLE B.31: BOARD REMITTANCE OF TEACHER REGULATION BRANCH FEES

The Board shall distribute dues deduction forms to all teachers employed in the district. The Board shall honour the deduction forms signed by teachers and remit the appropriate fee required for membership in the Teacher Regulation Branch established under the Teaching Profession Act.

ARTICLE B.32: DEATH BENEFITS

The Board shall continue to pay all salary and benefits to the spouse of a deceased teacher up to the receipt of the Death Benefit Insurance Plan cheque or notice that such a cheque will not be issued. All monies received excluding benefits shall be reimbursed to the Board by the spouse. Nevertheless the teacher's spouse shall receive six (6) full month benefits (Medical, Extended Health, Dental, Hearing and Vision) from the time of the death of the teacher. In the event that there is no spouse but there are dependent children, this clause will apply to those dependent children.

ARTICLE B.33: EMPLOYEE ASSISTANCE PLAN

The Board shall pay 100 per cent of the cost of the mutually agreed upon Employee Assistance Plan.

ARTICLE B.34: PERFORMANCE OF TASKS OUTSIDE THE SCOPE OF THE BARGAINING UNIT

A member of the Union shall not be required to assume the duties or responsibilities of an Administrative Officer except as specified in the Acting Administrator clause (Article B.35).

ARTICLE B.35: ACTING ADMINISTRATORS

1. The parties agree that the following options are available to the Board when filling a temporarily vacant Administrative position:
 - a. Reassigning present administrative personnel;
 - b. Appointing an Acting Administrator from within the bargaining unit.
2. When an Acting Administrator is appointed the following conditions will apply:
 - a. The Acting Administrator will remain within the bargaining unit and will be covered by all the terms and conditions of this contract;
 - b. The Acting Administrator shall assume all duties of the Administrative position except teacher evaluation and teacher discipline;
 - c. The term of the appointment will normally terminate at the end of a term or semester but may be extended through mutual agreement of the Superintendent, the Acting Administrator and the Union;
 - d. Acting Administrators shall be paid 1/250 of the A.O.'s salary who is being replaced.
 - i. A TTOC or teacher replacement shall be provided for the Acting Administrator where appropriate.

ARTICLE B.36: LETTERS OF PERMISSION

Persons holding Letters of Permission shall be placed on the salary schedule in a position determined by the joint grievance committee. The following provisions of this Collective Agreement do not apply to individuals holding a Letter of Permission: Articles C.2 (Seniority), Article C.20 (Employment on Continuing Contract), and Article C.25 (Limited Duration Teaching Appointments).

ARTICLE B.37: MOVING/RELOCATION ALLOWANCE

Board Initiated Transfer

Teachers transferred within the district where such transfer necessitates a move, shall be reimbursed for the costs of moving to the teaching position. Such costs will include moving personal and household effects and travel for the teacher and their immediate family. Total costs include mileage and other transportation costs, food, and lodging, not to exceed \$1,500.

These costs will be reimbursed upon presentation of proof of payment to the Board.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1: RESIGNATION

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

ARTICLE C.2: SENIORITY

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

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

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

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

Local Provisions:

Article C.2.6 through C.2.17 pertain only to employees employed by the Board on a continuing contract, and those who have satisfied the conditions of Article C.25.2.

6. Principle of Security

Security of employment increases in proportion to length of service in the employ of the Board, provided that an employee's service continues to be satisfactory and the employee possesses the necessary qualifications for positions which are available.

7. Determination of Seniority

The determination of seniority shall be based on these criteria in the following order:

- a. Seniority is determined by the length of continuous teaching service on a continuing contract or by the length of aggregate service on limited duration contracts with the Board and within the bargaining unit.

In addition to the foregoing, the seniority for an employee on a continuing contract shall include:

- i. Teacher Teaching on Call seniority accumulated pursuant to Article C.2.3; and

- ii. Seniority ported in accordance with Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority in any school year.
- b. For the purpose of this article, leaves of absence in excess of one month shall not count toward continuous length of service with the Board, except:
 - i. Maternity leave up to a period of one year;
 - ii. Educational leave;
 - iii. Leave for duties with the Union or the British Columbia Teachers' Federation;
 - iv. Secondment to the Ministry of Education, a faculty of Education, or pursuant to a recognized teacher exchange program;
 - v. Long term sick leave;
 - vi. Leave for teaching with the Department of National Defence or Canadian Universities Service Overseas;
 - vii. Deferred salary leave plan;
 - viii. General leave;
 - ix. The Board at its discretion may approve other leave for credit toward continuous length of service; and
 - x. Compassionate Leave pursuant to Article G.2 (Compassionate Care Leave).
- c. When the seniority of two or more employees is equal pursuant to Article C.2.7.a, the employee with the greatest aggregate employment with the Board shall be deemed to have the greatest seniority;
- d. When the seniority of two or more employees is equal pursuant to Article C.2.7.c, the Joint Committee, using all available documentation will decide which employee has the greatest seniority;
- e. Employees recalled pursuant to Article C.2.9.a.ii shall have their seniority continued from the date of rehire. Seniority will be considered continuous.

8. Security of Employment Based on Seniority and Qualifications

- a. When, for bona fide educational or budgetary reasons, the Board determines that it is necessary to reduce the total number of teachers employed by the Board, the teachers to be retained on the teaching staff of the district shall be those who have the greatest seniority, provided they possess the necessary qualifications for the positions retained. It is the intent of this section that the principle of seniority be respected through transfers as determined as necessary and as approved by the Board of Education in consultation with the Superintendent and the Union.
- b. In this article, "necessary qualifications" in respect of a teaching position means a reasonable expectation, based on the certification, training, education or experience of a teacher that teacher will be able to perform the duties of the position in a satisfactory manner. In determining whether or not a teacher has the necessary qualifications for a position, the availability of educational courses or other retraining opportunities relevant to the position, which the teacher will take and successfully complete prior to such a position starting, will be taken into consideration, provided that the retraining courses are acceptable to the Superintendent of Schools.
- c. In order to implement the provisions of Article C.2.8.a,
 - i. The Board and the Union agree that any such transfer made in good faith shall not be subject to any other provision of this Agreement dealing with transfer.
- d. The Board shall give each teacher it intends to layoff pursuant to this article 30 days' notice in writing, such notice to be effective at the end of a school term, (December 31 and June 30), and to contain the reason for the layoff, and a list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union.

9. Teachers' Rights of Recall

- a. The name of a teacher who had been employed on a continuing contract and who has been laid off, and a teacher having met the requirements of Article C.25.2 (Limited Duration Teaching Appointments) will be maintained on a recall list, subject to the following provisions:
 - i. Teachers on the recall list will be responsible for advising the office of the Superintendent of any changes in name, home address, or telephone number to ensure that they can be contacted readily, and of changes in their qualifications to ensure they are considered for vacancies which might arise;

- ii. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer recall to the teacher who has the most seniority among those laid off pursuant to this article, provided that teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid off pursuant to this article. In addition, teachers who took voluntary leave because of the restraint program shall be offered recall before teachers new to the district are hired providing they have the necessary qualifications.
- b. A teacher who is offered recall pursuant to Article C.2.9.a.ii shall inform the Board whether or not the offer is accepted, within 48 hours of the receipt of such offer.
- c. The Board may allow 10 days from an acceptance of an offer under Article C.2.9.b for the teacher to commence teaching duties, provided that, where the teacher is required to give longer period of notice to another employer, such longer period may be allowed.
- d. A teacher's right to recall under this Article is lost if:
 - i. The teacher elects to receive severance pay under Article C.2.14 of this article; or
 - ii. The teacher refuses to accept two positions for which the teacher possesses the necessary qualifications in the community last worked; or
 - iii. 21 months elapses from the date of layoff under this Agreement and the teacher has not been recalled.

10. Seniority List

- a. The Board shall, by October 15 of each year forward to the Union a list of all teachers employed by the Board, in order of seniority calculated according to Article C.2.7, setting out the length of seniority as of September 1 of that year. Any errors must be brought to the attention of the School Board Office on or before November 15. Seniority lists shall be posted in all schools.
- b. 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.

- i. The geographic regions are:
 - 1) The region formerly covered by the former School District No. 56 (Nechako) agreement;
 - 2) The region formerly covered by the former School District No. 55 (Burns Lake) agreement.

11. Recall List

The Board shall maintain a recall list. Copies of that list will be sent to each person on that list and the Union at least once during the fall and once during the spring term each year.

12. Sick Leave

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

13. Benefits

A teacher who retains rights of recall pursuant to Article C.2.9 shall be entitled to medical coverage by the Board for 6 months following layoff, and if otherwise eligible, to maintain participation in all benefits provided in the regular salary agreements by payment of the full costs of such benefits to the Board, subject to the approval of the insurance carrier.

14. Severance Pay

- a. A teacher on continuing appointment who has one or more years of continuing employment who has received a notice of layoff, may elect to receive severance pay during the one hundred and eighty days following termination.
- b. Severance pay shall be calculated at the rate of 5% of one year's salary for each year of service with the Board to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary whether that salary is based on full-time or part-time employment at the time of the teacher's layoff. The teacher may choose to receive severance pay as one lump sum or a mutually agreed upon method between the teacher and the Board.

c. Severance Pay Ineligibility

- i. A teacher who is on the recall list and is subsequently re-called and accepts the position is not eligible for severance pay unless subsequently terminated pursuant to the provisions of this article.
- ii. A teacher who is on the recall list and refuses to accept the two positions for which the teacher possesses the necessary qualifications is not eligible for severance pay.

d. A teacher who receives severance pay pursuant to this clause and who, notwithstanding Article C.2.9, is subsequently re-hired by the Board, shall retain any payment made under the terms of this article and in such case, for purposes of Article C.2.7 and Article C.2.14.b the calculation of years of service for seniority purposes shall commence with the date of such re-hiring.

e. Any teacher terminated under Section 15 of the School Act shall not be entitled to severance pay.

15. Disputes

Any question regarding the interpretation, application, or enforcement of this article shall be subject to the procedures found in Article A.6 (Grievance Procedure) of this Agreement.

16. Positions Competition

- a. Nothing in this Agreement shall prohibit an open competition for either a school administration position or a district staff position.
- b. Where there is a teacher who is on the recall list and has sufficient qualifications such individuals may be invited to be interviewed for the applicable open position.

17. The Board may consider proposals from teachers interested in job sharing as a means of achieving a staff reduction.

ARTICLE C.3: EVALUATION

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

ARTICLE C.4: TTOC EMPLOYMENT

1. Experience Credit

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

2. Increment Date for Salary Grid Placement

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

ARTICLE C.20: EMPLOYMENT ON CONTINUING CONTRACT

All teachers appointed by the Board to the teaching staff of the District shall be appointed on a continuing contract of employment, except for limited duration appointments made in accordance with the provisions of Article C.25.

ARTICLE C.21: TTOC AND TEACHER REPLACEMENT

[See Article B.2.7 for Definitions applicable to this Article.]

1. TTOC and Teacher Replacement Hiring Practices

- a. The Board shall maintain a list of persons who have registered to be placed on the list of TTOCs and Teacher Replacements for the school year. Updates of deletions shall be provided monthly.
- b. The number of teacher-replacements shall be limited to 40% of the full-time equivalent teachers in the School District as of September 30 each school year.
- c. Subject to this section, the Board shall not remove a person from the list of replacement-teachers, save for just and reasonable cause.
- d. The Board shall employ replacement-teachers, pursuant to Section 19 of the School Act.

2. TTOC and Teacher Replacement Working Conditions
 - a. A TTOC and Teacher Replacement shall be required to assume only the duties of the teacher the TTOC and Teacher Replacement is replacing. Prep period time, if unassigned by the teacher whom the TTOC and Teacher Replacement is replacing, may be utilized at the discretion of the administrative officers for normal TTOC and Teacher Replacement duties.
 - b. The administrative officers of the school where a TTOC and Teacher Replacement is employed shall make every effort to provide an appropriate learning atmosphere for the replacement-teacher to carry out the assigned duties.
3. Evaluation of TTOC and Teacher Replacement
 - a. Single Observation Reports on a TTOC and Teacher Replacement may be provided by the administrative officer(s) of a school to which the TTOC and Teacher Replacement is assigned.
 - b. In all evaluations of TTOCs and Teacher Replacements, the criteria and their specific applications must be designed to suit the scope and duration of the teaching assignment upon which the evaluation is based.

ARTICLE C.22: AVAILABILITY OF TTOCS AND TEACHER REPLACEMENTS

1. When for illness or in a planned absence a teacher is absent from a school, or other district workplace, the Board should employ a TTOC and teacher replacement to replace that teacher forthwith upon being informed of such absence.
2. Teachers, except TTOC and teacher replacement and those teachers whose assignment is that of permanent TTOC shall not be required:
 - a. To perform the tuition or instructional duties of a teacher who is absent;
 - b. To supervise the students of a teacher who is absent except in emergency situations or by the mutual agreement of the teacher and the administrative officer.
3.
 - a. A student teacher shall be permitted to become an associate member of the Union if permitted by the University (sponsoring organization) and the Board contract/agreement.
 - b. The student teacher may, in the event the Union supervising teacher is unavailable, replace them.
 - c. The total days of replacement should not be onerous on the student teacher.

**ARTICLE C.23: DISMISSAL AND DISCIPLINING FOR MISCONDUCT: DUE
PROCESS**

1. The Board shall not discipline or dismiss any employee bound by this Agreement except for just and reasonable cause.
2. Any dispute arising out of a dismissal or disciplinary action taken by the Board shall be subject to Article A.6 of this Agreement. Disputes arising out of this article shall not give rise to judicial challenges.
3. Where an employee is under investigation by the Board for any cause, the employee and the Union shall be advised in writing promptly:
 - a. Of that fact;
 - b. Of their right to Union counsel, unless substantial grounds exist for concluding that such notification would prejudice the investigation.
4. Where the Board is considering suspension or dismissal of a teacher for misconduct, it shall, before taking such action, give the teacher an opportunity to meet with the Board and the Superintendent.
5. Not less than seventy-two (72) hours prior to a meeting under Article C.23.4, the teacher and the Union shall be informed in writing of the reasons for the contemplated action and all supporting documents that will be considered by the Board at the meeting. The teacher shall be entitled to file a written reply to the allegations prior to that meeting. The teacher shall be entitled to be accompanied by a representative and/or advocate appointed by the Union and they shall be so advised by the Board. They shall be entitled to hear all the evidence presented to the Board. The hearing shall be based on documented evidence only. Questions of a clarifying nature may be asked concerning the documentation.
6. The Board and the Union shall not release to the media or the public, information in respect of the suspension or dismissal of a teacher except as agreed.
7. The decision of the Board shall be communicated to the employee and the Union in writing and shall contain the reasons for the action.
8. Where an employee has been dismissed or suspended for 30 days or more, the Union shall have the option of referring a grievance regarding the dismissal or suspension directly to arbitration.
9. At an arbitration on the discipline or dismissal of an employee, no material from the employee's file may be presented unless in compliance with Article C.23.5.
10. It is the intent of both parties that no disciplinary action shall be defeated merely because of a technical error in processing the action through this article.

11. Nothing in this clause shall interfere with the Superintendent's rights under Section 15 (5) of the School Act.

ARTICLE C.24: CHANGES IN CONTRACT

1. A teacher with a continuing full-time or continuing part-time contract with the district may request, without prejudice, changes to their contract for a specified period of time. Changes in a teacher's contract are subject to the following:
 - a. That a written request for a change in contract be made to the Superintendent of Schools by March 31;
 - b. That suitable positions are available in the district for the time requested;
 - c. That suitable TTOCs are available.

ARTICLE C.25: LIMITED DURATION TEACHING APPOINTMENTS

1. Limited duration teaching appointments shall be for any period less than eight months duration.
2. A teacher receiving a limited duration appointment of at least five continuous months, or appointments of eight aggregate months under the conditions outlined below, shall be placed on the recall list.
 - a. One of the appointments must be greater than two (2) months duration;
 - b. The length of time for accumulation of aggregate months will not exceed four (4) years. Appointment to the District after the four (4) years will be on a continuing contract;
 - c. The seniority of a teacher having worked on a limited duration appointment will be equal to the number of months of employment effective when the teacher has:
 - i. Been placed on the recall list;
 - ii. Been placed on a continuing contract.

ARTICLE C.26: EARLY RETIRMENT INCENTIVE PLAN

1. The Board will pay an early retirement incentive allowance to teachers who resign and retire under the Teachers' Pension Plan before reaching age sixty-five (65).

2. The retirement allowance will be calculated as a percentage of the teacher's placement on the scale in accordance with the Collective Agreement in effect at the time of retirement, exclusive of other allowances and bonuses, in the following amounts:

Age*	Percentage of 1 Year **	Percentage 5 Years**
64	5%	0%
63	10%	10%
62	15%	20%
61	20%	30%
60	25%	40%
59	30%	50%
58	35%	60%
57	40%	70%
56	45%	80%
55	50%	90%

NOTES: * Age shall be defined by the Teachers' Pension Plan, viz., actual age at the effective date of retirement.

** The allowance will be prorated to the percentage of time actually worked averaged over the last five years of service prior to retirement. The time actually worked will include: FTE equivalence in district teaching positions, exchanges or secondments.

The retirement allowance outlined as above will be paid in one payment in the first year following retirement or five equal payments in the five (5) years following retirement. The teacher will select the payment date in consultation with the Secretary-Treasurer.

3. In order to be eligible for this incentive, the teacher must:
- Be aged 55 or over;
 - Be on the maximum step of the salary scale;
 - Have a minimum of fifteen (15) years of continuous service with the district, and
 - Apply in writing to the Superintendent of Schools by February 1 of the current calendar year.
4. Access to the incentive shall be determined by seniority.
5. The Board reserves the right to restrict the number of early retirement incentives to two (2) in any one school year.

6. The Board will also pay the full cost of medical (B.C. Medical Plan only), if applicable, to age sixty-five (65), or for five years after retirement, or until death, whichever is earliest.

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

1. Average class size maximums for each school shall be calculated according to the following:

Intermediate (Grades 4-10) average 28 students
Graduation (Grades 11-12) average 28 students
2. The above notwithstanding, the following class size maximums shall apply to the individual classes:

Special Classes (e.g. Hearing Impaired) 12 students
Rehabilitation classes 15 students
3. No intermediate or graduation class in the District shall exceed 30 students.
4. The number of students in a laboratory, shop or other specialized classroom shall not exceed the number which can be safely accommodated.
5. In emergency situations an Administrative Officer may assign a student to a classroom on an interim basis for a maximum of two (2) weeks where, in the Administrative officer's opinion, no other immediate, practical, alternative exists. Wherever possible, teachers shall be given one (1) day notice of any emergency placement. No student shall receive more than one such placement.
6. For purposes of this article, class sizes shall be established by September 30 of each school year.
7. Appropriate support services shall be provided, pursuant to Article D.2.1 – D.2.8 where students are integrated into regular classes.

8. Notwithstanding the above sections, when a teacher expresses a concern that the composition, or class size of their class seriously affects normal expectations for student learning, the school administrative officer and/or district administration shall meet with the teacher to discuss the concerns.

ARTICLE D.2: CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language:

Class Composition

1. The Board and Union recognize that students, other than those identified for purposes of Special Needs funding, may significantly affect classroom management, routines and instruction.
2. Where the teacher determines that there are students in their class who significantly affect classroom management, routines, or instruction, they shall immediately notify the principal or vice-principal. If no resolution is achieved within five teaching days, the teacher shall have the right to refer such students to step #3 (D.2.3) below.
3. Within five teaching days of the referral, the school-based team, together with the classroom teacher and all staff directly and actively providing a specific service to the student(s), shall meet to consider the referral and make recommendations it considers appropriate in the circumstances.

Such recommendations may include but shall not be limited to:

- further assistance
 - alternate placement
 - alternate classroom management strategies and/or teaching methodologies
 - release time for the enrolling teacher and other school based personnel as may be required to facilitate ongoing assessment, consultation and/or coaching
 - teacher assistant and/or aide time
4. If the concerns are still present at the end of 10 (ten) school days after the School Based Team meeting, the matter shall be referred to step #3 (D.2.3) for the second time and shall be referred to the appropriate School District personnel and the union.
 5. If the teacher is not satisfied with the resources provided, how the resources are allocated, the nature of the educational programme of the students, or any other issue of concern to the teacher, and those concerns have not been resolved in D.2.2 – D.2.4 above, a meeting shall be convened to address these concerns. This meeting shall include the teacher(s) of the student and the Superintendent of Schools or a designate. Other personnel may include the

parent(s) of the student, the student, the principal or vice-principal, a representative of the Union and other staff the teacher feels is appropriate.

6. If the teacher's concerns are not resolved at D.2.5 above, or if the teacher is not satisfied with the implementation of the recommendations of the meeting discussed in D.2.5 above, the teacher may forward their concerns and/or recommendations to the Joint Committee for further discussion. The Joint Committee shall be comprised of three (3) union representatives and three (3) School District representatives but shall not include the School District personnel referred to in D.2.4.
7. The Joint Committee shall meet within 10 working days of the referral to the Joint Committee.
8. The Joint Committee will forward its recommendations to the Board of School Trustees whose decisions on the matter will be final and binding.
9. Where the Joint Committee cannot come to agreement the Union shall have the opportunity to present its concerns to the Board at its next regularly scheduled meeting. The Board shall make its decision with the Union President and the Superintendent in attendance. The Board's decision on the matter will be final and binding.

Mainstreaming / Integration

10. Whenever practicable, prior to the placement of a Ministry of Education "approved" special needs student in a regular classroom, a consultative meeting between the school-based team (classroom teacher, learning assistance teacher, principal and parent if available) and the Assistant Superintendent-Special Services or designate will be held to determine the appropriate placement and particular educational needs of the student. Upon recommendation of the school-based team and, with the approval of Assistant Superintendent-Special Services, the regular classroom teacher will receive in-service training and on-going support to assist with the educational program of each special needs student mainstreamed/integrated in the classroom.
11. Upon recommendation of the school-based team, the Assistant Superintendent or designate shall arrange an assessment of a student to determine whether that student should be classified as a Special Needs student as per Ministry guidelines.

ARTICLE D.3: NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:298 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:55 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4: PREPARATION TIME

[PCA Article D.4.1 through D.4.3 do not apply in School District No. 91 (Nechako Lakes) See Article D.4.5.]

Local Provisions:

4. All full-time secondary teachers shall continue to receive preparation time equal to 12.5% of their instructional time.
5. All full-time elementary classroom teachers shall receive a minimum preparation time of 90 minutes per week (one hundred (100) minutes effective September 19, 2014 and one hundred ten (110) minutes effective June 30, 2019,) taken from normal instructional time. In no cases shall such time be fragmented into blocks of less than 20 minutes.
6. Other full-time elementary teachers shall count all normal instructional time without students as preparation time in achieving the minimum preparation time referred to in Article D.4.5 above. Such time may be quite fragmented.
7. All part-time teachers with an assignment greater than .5 shall receive preparation time on a pro-rata basis.
8. As a result of implementing this clause, the instructional day shall not be increased without the consent of the majority of the staff.

ARTICLE D.5 MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
 - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
 - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
 - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.

6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.6: ALTERNATE SCHOOL CALENDAR

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

- e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

ARTICLE D.20: NOON HOUR SUPERVISION

No teacher shall be required to perform noon hour supervision. Other supervision duties shall not be increased as a result of implementing this clause.

ARTICLE D.21: EXTRA-CURRICULAR ACTIVITIES

1. In this Agreement, extra-curricular programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school district.
2. The Board and the Union recognize and support extra-curricular activities as part of the whole school experience.
3. The Board and the Union consider it desirable that teachers participate in extra-curricular activities.
4. The Board agrees that involvement of teachers in extra-curricular activities is voluntary.
5. Neither party shall compel anyone to engage in extra-curricular activities.
6. While involved in 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.22: STAFF MEETINGS

1. Notice

At least seven (7) days notice of regular staff meetings shall be given. In exceptional circumstances, emergency staff meetings may occur without notice.

2. Agenda

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

3. Minutes

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

4. Attendance

Teachers shall not be required to attend staff meetings:

- a. Which commence prior to 15 minutes before classes begin or which conclude later than 90 minutes after dismissal of pupils. Teachers and administrators may mutually agree to extend these times or have shorter meetings of greater frequency;
- b. During recess or during the noon intermission (except in emergency circumstances);
- c. On weekends, holidays, or other days when school is not in session.

5. Frequency

Teachers shall not be required to attend more than one staff meeting per month.

6. Absence

Absence from staff meetings would require reasonable notice and reasonable excuse.

7. Departmental Meetings

Departmental meetings are those meetings called by majority of staff in a given speciality area, or by Department Heads as designated in this Collective Agreement. Where practicable, teachers shall participate in a reasonable number of department meetings.

8. Divisional Meetings

Divisional meetings are those meetings which involve teachers of the following grade level groupings: Primary, Intermediate and Secondary. Such meetings may be called by a majority of staff in the divisional grouping or by those holding positions of special responsibility as designated by this Collective Agreement. Where practicable, teachers shall participate in a reasonable number of divisional meetings.

9. Discipline

Disciplinary action, or the threat of such action, shall not be employed as a means of forcing attendance at department or divisional meetings, nor shall it be used as a penalty for non-attendance.

ARTICLE D.23: HEALTH AND SAFETY

1. Classes should be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning,
2. Student medication procedures in district schools shall be as follows:
 - a. Teachers have a duty to render assistance in an emergency;
 - b. Teachers shall not be called on to administer medication on a regular or predictable basis;
 - c. If isolation or other exceptional circumstances prevent the foregoing policy from being applicable and teachers are requested to administer medication, the following conditions constitute prerequisites:
 - i. Teachers volunteer to provide the service;
 - ii. Teachers receive training appropriate to the required duties;
 - iii. An adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for teachers required to deal with students' blood or other body fluids.
3. The Board shall supply, at no cost to employees, the necessary safety equipment to meet W.C.B. standards.

ARTICLE D.24: HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee shall be established by the Board as required by Workers Compensation Board regulations.

ARTICLE D.25: REMOVED BY LEGISLATION / INTENTIONALLY LEFT BLANK

ARTICLE D.26: REMOVED BY LEGISLATION / INTENTIONALLY LEFT BLANK

ARTICLE D.27: REMOVED BY LEGISLATION / INTENTIONALLY LEFT BLANK

ARTICLE D.28: REGULAR WORK YEAR FOR TEACHERS

1. The annual salary established for employees covered by this Agreement shall be payable in respect of the regular work year. All days in the regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, winter break, and spring break. If the last Friday in June falls on or before June 25, the last day of work will be June 30.
2. The first day of winter break shall be on the Monday preceding December 26. School shall reopen on the Monday following January 1. If January 1 is a Saturday or Sunday, then school shall reopen on the following Tuesday.
3. The first day of spring break shall be the third Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday. In the event the Board initiates changes which would alter spring break and result in the BCTF Annual General Meeting dates falling during days of instruction, the Board shall grant leave with pay for the Union's delegates. The cost of their TTOC or teacher replacements shall be borne by the Board.
4. The regular work year for teachers will include 5 days for professional development activities.
5. No teacher shall be required to work in a school which is closed by the Board under Section 73(1) or (90(2) of the Act. The Administrative Officer may direct teachers to a safe and reasonable alternate work site.
6. It is understood that the provisions of the standard school calendar apply and will prevail.

ARTICLE D.29: INSTRUCTIONAL HOURS

1. In elementary schools:
 - a. The school day for instructional purposes shall not exceed 5 hours, inclusive of 15 minutes recess in the forenoon;
 - b. The total instructional hours in any calendar week shall not exceed 25;

- c. The instructional hours in Article D.29.1.a and D.29.1.b above may be varied by a majority vote of the teaching staff to allow schools to bank time for educational activities. There shall be no more than two (2) days banked per school year and these days must be used within the school year they are banked.
- 2. In secondary schools:
 - a. The school day for instructional purposes shall not exceed 5 hours and 30 minutes, inclusive of home room and time to change classes;
 - b. The total instructional hours in any calendar week shall not exceed 27.5;
 - c. The instructional hours in Article D.29.2.a and D.29.2.b above may be varied by a majority vote of the teaching staff to allow schools to bank time for educational activities. There shall be no more than two (2) days banked per school year and these days must be used within the school year they are banked;
 - d. Except with the majority vote of the teaching staff concerned, no school shall commence instruction prior to 8:00 a.m., or continue it after 4:00 p.m.
- 3. The duration of the noon intermission shall not be less than 30 minutes or more than 60 minutes in any school, unless agreed to by a majority vote of the teaching staff.

ARTICLE D.30: DUTIES BEYOND INSTRUCTIONAL HOURS

- 1. For the purposes of this Article, a school's hours of operation shall be defined as those hours on scheduled instructional days, beginning with the scheduled arrival of the first bus in the morning, and concluding with the scheduled departure of the last bus in the afternoon. In cases where schools do not have bussed students, the hours of operation shall be defined as those hours on scheduled instructional days commencing one hour prior to the commencement of instruction, and concluding one hour and 30 minutes after the conclusion of instruction.
- 2. Supervision duties shall be assigned only within a school's hours of operation and shall be assigned equitably among all teachers.
- 3. Curricular responsibilities towards classes scheduled during instructional hours may, from time to time, be assigned outside instructional hours after consultation with the parties involved.
- 4. Teachers shall be expected to be present in their schools a minimum of 15 minutes before the commencement of classes in the school day, 5 minutes before the commencement of classes after the lunch intermission and 5 minutes after the conclusion of classes in the school day.

ARTICLE D.31: FOUR DAY WEEK

1. Notwithstanding the provisions of other articles of this Agreement, schools in which instruction is offered for only four days in a calendar week, shall be subject to the following:
 - a. Each day in which instruction is offered shall count as 1.25 instructional days;
 - b. The total instructional hours in the four day week shall not exceed 25 in an elementary school and not exceed 27.5 hours in a secondary school;
 - c. The four days in which instruction is offered shall be Monday through Thursday and shall not be altered without the consent of the teaching staff concerned.
2. Implementation of a four day instructional week shall be subject to mutual agreement of the Board and the Union.

ARTICLE D.32: ADULT EDUCATION AND STOREFRONT SCHOOLS

1. Notwithstanding the provisions of other articles of this Agreement, adult education teachers and teachers in "storefront" schools, shall be subject to the following:
 - a. Adult education teachers and teachers in "storefront" schools may vary their hours and days of instruction to suit the needs of their particular students, but in no cases shall their instructional assignments exceed 27.5 hours per calendar week;
 - b. Adult education and "storefront" teachers may schedule their own preparation time, which shall constitute 12.5% of their instructional assignment.

ARTICLE D.33: SUSPENDED STUDENTS

1. Services and materials required to be provided by teachers to students suspended for period up to ten (10) days shall be limited to:
 - a. Those materials prepared for students in attendance in their classes;
 - b. Marking the materials mentioned in Article D.33.1.a above, and recording the marks in cases where those of students in regular attendance are recorded;
 - c. Providing text references, including questions;
 - d. Marking any questions assigned under Article D.33.1.c above.

2. Services and materials for students suspended for more than ten (10) days shall be provided via:
 - a. Correspondence courses; or
 - b. The hospital/homebound program.

ARTICLE D.34: LOCAL UNION INVOLVEMENT IN BOARD BUDGET PROCESS

The Board's annual budget setting process shall include at least two meetings to which representatives of the Union shall be invited in order to discuss budgetary matters.

ARTICLE D.35: BEGINNING TEACHERS

1. Beginning teachers shall be provided with teaching conditions to help them in their adjustment to teaching. The conditions shall include, but not be limited to:
 - a. A teaching assignment whereby the most demanding classes are not the responsibility of a beginning teacher;
 - b. A mentorship program;
 - c. An orientation and induction program.

ARTICLE D.36: TEACHER INVOLVEMENT IN CONSTRUCTION PLANNING

When new school construction or major school renovations are planned in a school district, the Board shall include teacher representatives in the planning process.

ARTICLE D.37: HOME EDUCATION

1. Educational services that may be required for home education students (as defined in the School Act and Regulations) shall be provided by a member of the association, administrative officer or other officer of the Board.
2. The Board shall provide additional teaching staff and resources as appropriate to meet its statutory requirements in respect of home education students.
3. Home education students, when assigned to a specific teacher, shall constitute a discrete part of that teacher's assignment.

SECTION E: PERSONNEL PRACTICES

ARTICLE E.1: NON-SEXIST ENVIRONMENT

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

ARTICLE E.2: HARASSMENT/SEXUAL HARASSMENT

1. General

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

2. Definitions

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

3. Resolution Procedure

- a. Step 1
 - i. The complainant, if comfortable with that approach, may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.

- ii. Before proceeding to Step 2, the complainant may approach their administrative officer, staff rep or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved. Refer to Article E.2.5 Informal Resolution Outcomes
- b. Step 2
 - i. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
 - ii. The complaint should include the specific (s) form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
 - iii. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
 - iv. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.
- c. Step 3
 - i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
 - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
 - (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.
 - ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.

iii. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.

iv. The complainant may request:

- (1) that the investigator shall be of the same gender as the complainant; and/or
- (2) an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.

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

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

4. Remedies

a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:

- i. reinstatement of sick leave used as a result of the harassment;
- ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
- iii. redress of any career advancement or success denied due to the negative effects of the harassment;
- iv. recovery of other losses and/or remedies which are directly related to the harassment.

b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.

c. The local and the complainant shall be informed in writing that disciplinary action was or was not taken.

d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.

e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a

grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

5. Informal Resolution Outcomes

- a. When a complainant approaches an administrative officer and alleges harassment by another BCTF member, the following shall apply:
 - i. All discussions shall be solely an attempt to mediate the complaint;
 - ii. Any and all discussions shall be completely off the record and will not form part of any record;
 - iii. Only the complainant, respondent, and administrative officer shall be present at such meetings
 - iv. No discipline of any kind would be imposed on the respondent; and
 - v. The BCTF and its locals, based on the foregoing, will not invoke the notice of investigation and other discipline provisions of the collective agreement at meetings pursuant to Article E.2.5.a.
- b. Should a resolution be reached between the complainant and the respondent at Step One under the circumstances of Article E.2.5.a, it shall be written up and signed by both. Only the complainant and the respondent shall have copies of the resolution and they shall be used only for the purpose of establishing that a resolution was reached. No other copies of the resolution shall be made.
- c. In the circumstances where a respondent has acknowledged responsibility pursuant to Article E.2.5.a, the employer may advise a respondent of the expectations of behaviour pursuant to Article E.2 in a neutral, circumspect memo. Such a memo shall be non-disciplinary in nature and shall not form part of any record. Only the respondent shall retain a copy of the memo. That the memo was sent can be referred to as proof that the respondent had been advised about the standard of conduct.

6. Training

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

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

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

ARTICLE E.20: OFFER OF APPOINTMENT TO THE DISTRICT

1. An applicant for employment shall be entitled to rely on a representation of the superintendent, an assistant superintendent, director of instruction, secretary-treasurer, or administrative officer that an offer of an appointment has been made, or with respect to the terms of such offer or appointment.
2. The Board shall confirm an offer of appointment to the district, in writing within 48 hours.
3. An offer of appointment to the district shall be deemed to have been accepted when the acceptance has been sent, in writing, to the Board within 48 hours of the offer.

ARTICLE E.21: POSTING VACANT POSITIONS

PREAMBLE

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

1. Vacancy means a newly created position, or an existing position vacated by the incumbent, provided that position continues to exist. All teachers in the district are eligible to apply for all positions.

2. All vacancies and new positions of 20 days duration or longer, including administrative officer positions, shall be posted in all schools and the school board office within a reasonable time of their becoming known. Copies of all postings will be sent to the Union president.
3. Every posting shall contain the following information:
 - a. Identification of the teaching position to be filled, including subject area(s) or grade level(s), work location, full time or specified part-time, and any other level(s), and any other salient descriptive information;
 - b. Start date and, if applicable, end date.
4. If, after a reasonable period of time, there are no qualified candidates for the posted position, the position will remain unfilled, or the position will be changed and shall be re-posted.

ARTICLE E.22: FILLING VACANT POSITIONS

1. The Board shall fill vacancies, other than those for positions of special responsibility in the following priority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position. Where two or more candidates fall in the same category, the teacher with the greatest seniority shall have preference.
 - a. Full-time and part-time continuing teachers, including Board Initiated Transfers, teachers returning from leave, and transfers;
 - b. Teachers on the recall list;
 - c. New appointees to the district.
2. Internal filling of vacancies during the school year will occur only when management deems it necessary.

ARTICLE E.23: INTERVIEWS FOR POSITIONS OF SPECIAL RESPONSIBILITY & ADMINISTRATIVE OFFICERS

One representative of the Union and one representative of the school staff involved, if applicable, shall have the opportunity to participate in the interview process and make recommendations to the interview board as to the strengths and weaknesses of each candidate for the position of special responsibility, or Administrative Officer position.

ARTICLE E.24: TRANSFER

1. Transfers Initiated by the Board

- a. Transfers from a school shall be effected in the reverse order of district seniority, unless a more senior teacher agrees to be transferred, provided that the remaining teachers possess the necessary qualifications, for the positions available.
- b. Transfers shall not be initiated by the Board for arbitrary or capricious reasons.

2. Transfers Initiated by the Teacher

The Board encourages teachers to seek transfers that may result in professional growth for teachers and schools.

- a. Teachers may apply for transfer to any vacant position posted pursuant to this Collective Agreement at the time it is posted, and may apply for transfer generally by request in writing to the Superintendent.
- b. Teachers applying for transfer to a vacant position shall be given every consideration in filling it.
- c. If the request for transfer is not granted the teacher shall be notified in writing as soon as practical.

ARTICLE E.25: TEACHER EVALUATION

1. Teacher evaluation is undertaken for the specific purpose of confirming teacher competence, and evaluation reports shall be prepared only by evaluators authorized under the School Act and Regulations.
2. Teacher evaluation reports shall be written on teachers:
 - a. In their first year in the District for teachers with experience outside the District;
 - b. In their second year in the District for teachers beginning their career;
 - c. Whenever a teacher makes a written request to the Superintendent or Principal before January 31;
 - d. When deemed necessary by the Principal, Superintendent, or an Assistant Superintendent. This determination will be based on three (3) classroom observations, and Article E.25.4.e will apply to each observation.

3. The criteria on which teacher evaluation reports must be written will be that found in Board Policy #550 as appended. The policy shall not be altered without the mutual consent of the Board of Education and the Burns Lake and Nechako Teachers' Union.
4. Process: When evaluation is undertaken the following shall apply:
 - a. The teacher and the Union will be notified in writing at least ten (10) days prior to the commencement of the evaluation process;
 - b. The report writer will discuss with the teacher the evaluation process and criteria, prior to the commencement of the evaluation;
 - c. The report shall be based on not less than three (3) nor more than eight (8) comprehensive classroom observations which reflect the teacher's assignment and the teacher's general work in the school;
 - d. The teacher shall have the opportunity to select two of the observation times;
 - e. Following each observation the evaluator shall discuss with the teacher their observations. Concerns and recommendations for improvement shall be provided to the teacher in the form of a written statement, within two days of the discussion;
 - f. Involvement or non-involvement in extra-curricular activities, participation in Union activities or matters not directly related to the duties of the teacher are outside the scope of evaluating and reporting on the performance of the teacher;
 - g. The teacher shall be given a draft of the report to peruse forty-eight (48) hours prior to the preparation of the final report. The forty-eight (48) hours shall not begin or expire on a non-school day. The final report may be prepared earlier with the agreement of the teacher. Prior to the preparation of the final report the teacher shall have the opportunity to meet with the evaluator, in the company of a representative of the Union, to point out any specific concerns;
 - h. The written report shall make note of any discrepancies between a teacher's training and their assignment;
 - i. The written report shall include those specific recommendations for improvement the evaluator considers necessary. When such recommendations do occur they shall form the basis for the development of the plan of assistance, if elected by the teacher;
 - j. The teacher shall have the right, within 30 days of the completion of the final report, to submit to the evaluator, a written commentary on the report which shall be attached to all copies of the report;

- k. The final report shall be filed in the teacher's personnel file at the School District Office. A copy shall be given to the teacher at the time of filing. A copy shall be kept in the teacher's file in the school where the teacher works;
 - l. If the draft report of a teacher is less than satisfactory, the Union will be notified in the most expeditious manner after the teacher has been given the draft report. Written notice will be forwarded to the President of the Union;
 - m. in the event of a less than satisfactory report, at the teacher's request, a plan of assistance shall be developed jointly with the evaluator, a representative of the employer, a representative of the Teachers' Union and with the teacher;
 - n. The same evaluator shall not write two consecutive less than satisfactory reports on a teacher;
 - o. One of the less than satisfactory reports on a teacher must be written by the Superintendent or an Assistant Superintendent.
5. A teacher, as specified in Article E.25.2.a or E.25.2.b may be placed on probation within the first three (3) months of employment when deemed necessary by the Principal, Superintendent, or an Assistant Superintendent. The following will apply:
- a. The determination will be based on at least three (3) classroom observations, and Article E.25.4.e will apply to each observation. These observations may not form part of an evaluation;
 - b. The teacher and the Union will be notified, in writing, the date on which the teacher is placed on probation;
 - c. The probationary period shall not be less than two months, nor more than three months;
 - d. A plan of assistance will be developed between the teacher, the Principal, and a representative of the Union after notification of probation, if elected by the teacher;
 - e. The contract of a teacher may be terminated if a less than satisfactory report is written during the period of probation, or the probation shall be removed and the teacher shall continue employment subject to the evaluation procedure and process;
 - f. Article E.25.4.n, E.25.4.o and E.25.8.f may not apply to a teacher receiving a less than satisfactory report during the period of probation.

6. For a teacher, as specified in Article E.25.2.b an administrative officer will perform a minimum of three (3) classroom observations of the teacher during the first year in the district. Article E.25.4.e will apply to each observation. These observations may not form part of an evaluation.
7. For a teacher not on probation the following shall apply:
 - a. The Board may terminate a teacher after receipt of three (3) reports indicating the learning situation in the class or classes of the teacher is less than satisfactory;
 - b. The three (3) less than satisfactory reports shall have been issued in a period of not less than twelve (12) months or more than twenty-four (24) months.
8. When the Board deems it necessary to terminate the contract of a teacher the following will apply:
 - a. The Board shall, at least 30 days prior to the issue of a notice of termination of contract, give written notice of its intention to give notice of termination;
 - b. The Board shall set a time and date for a hearing between the teacher and the Board, or a committee of the Board;
 - c. The hearing will occur within 15 days of the notice of intent to serve termination notice;
 - d. The teacher may be accompanied by a member of the Union and/or by a member of the staff of the British Columbia Teachers' Federation who may represent or advise the teacher during the hearing with the Board;
 - e. The teacher shall have the opportunity to present any conditions and circumstances that might provide a reason for the Board not to terminate the teacher;
 - f. The dates of termination will be December 31 or June 30 of the school year.
9. Interruption due to illness or leaves of absence shall not form part of any time frame outlined in this article.
10. Nothing in this Article shall preclude a Superintendent, Assistant Superintendent, or Administrative Officer who is not in the process of formally evaluating the teacher from:
 - a. Visiting the classroom at any time for supervision or any other educational or administrative purpose;
 - b. Communicating with the teacher at any reasonable time in respect of the teacher's general performance in school or any other educational or administrative matter.

POLICY 550 – TEACHER EVALUATION

The Board of Education expects that the following criteria will be considered when writers of teacher reports collect data and formulate written teacher reports.

1. Introduction
 - a) General Work and Duties
2. The Classroom and its Physical Arrangement (This includes all aspects controllable by the teacher)
 - a) Display of learning materials and pupil work
 - b) Arrangement of classroom furniture
 - c) Seating order
 - d) Neatness and orderliness of arrangement
 - e) Centres of interest e.g. Library Corner, etc.
 - f) Is the classroom conducive to a proper learning atmosphere?
3. Organization and Management
 - a) Timetable
 - b) Grouping of students for instruction
 - c) Where applicable, keeping of records, and reporting to parents
 - d) Classroom routines
 - e) Is the total learning program organized so that greatest pupil learning can take place, and is it managed efficiently?
4. Planning and Preparation
 - a) Evidence of Planning
 - i) Long Term
 - ii) Short Term
5. Instruction
 - a) Thoroughness of instruction

- b) Use of effective teaching strategies and techniques such as:
 - i) Presentation, skill in questioning, utilizing opportunities, illustrating, use of teaching aids, emphasis and summary
 - ii) Nature of assignments
 - iii) Supervision of seatwork, correction of pupil exercise books
 - iv) Diagnostic and remedial procedures
 - v) Differentiation of method and adaptation of work to suit individual needs.
 - vi) Effective evaluation techniques

6. Student Work

Teacher efforts to promote:

- a) Quality of pupil work
- b) Pupil attitude, effort, participation, initiative, responsibility
- c) Development of study and work habits

7. Teacher-Pupil Relationships

- a) Pupil control
- b) Mutual respect
- c) Is meaningful communication taking place?

8. Teacher-Personal Characteristics

- a) Professional relations
- b) Special skills and abilities
- c) Professional growth

9. Other Areas directly related to the Teaching Situation

10. Summary

A General assessment of the Teacher-Learning Situation indicating that the learning situation is either:

- a) Satisfactory; or
- b) Less than Satisfactory

ARTICLE E.26: ASSIGNMENT IN SCHOOL

The administrative officer of each school is responsible for the assignment or reassignment of teachers. The assignment or reassignment of teaching duties will be done after consultation with the teacher(s) involved. The assignment or reassignment of teachers shall not be used for disciplinary purposes.

ARTICLE E.27: NO DISCRIMINATION

The Board and the Union agree that they are bound by and will recognize the B.C. Human Rights Act and the Federal Charter of Human Rights and Freedoms.

ARTICLE E.28: PERSONNEL FILES

1. There shall be only one personnel file per teacher maintained at the School Board Office.
2. Any teacher's file kept at the school shall, on the teacher's departure from that school, be transferred to the teacher's School Board Office file.
3. After receiving a request from a teacher, the Superintendent (or designate), in respect of any School Board Office file, or the Administrative Officer of the school, in respect of any school file, shall forthwith grant access to the teacher's file.
4. Personnel files shall be made available to the Superintendent (or designate), the Secretary-Treasurer (or designate), the teacher or their Administrative Officer, and others upon written request of the teacher, or as required by law.
5. Where material critical of the teacher, or in the nature of a reprimand, is placed in the file, the teacher may elect to have the material removed two years after the filing, provided that no further material of that nature has been subsequently filed. Except as per Article C.23.3, the teacher shall be informed when such material is placed in the teacher's personnel file and a copy of the material given to the teacher.
6. Information in personnel files may be made available to the Board at the professional discretion of the Superintendent.

7. The Board agrees that only factual material and material relevant to the employment of the teacher shall be maintained in personnel files.
8. Excluded from the provisions of paragraph 5 above is information pertaining to the abuse of children, except when the teacher is exonerated of such allegations, in which case the material shall be removed forthwith.

ARTICLE E.29: RACE RELATIONS

The School Board does not condone and will not tolerate any expression of racism. Any written allegation of racism within the school district will be investigated by the Superintendent and the results reported to the Board.

ARTICLE E.30: SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under the School Act (Section 11), or Board by-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee:
 - a. The employee and the Union shall immediately be notified of the appeal;
 - b. The employee may be entitled to attend meetings in connection with the appeal and shall have the right to representation by the Union;
 - c. The employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board may refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision with the employee(s) who made the decision.
3. No decision or by-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Local Matters Agreement and the Provincial Collective Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.
4. The Board shall not make a decision on an appeal unless the teacher has had an opportunity to present their side of the case to the Board.
5. Decisions of the Board shall be communicated to all parties forthwith.

ARTICLE E.31: FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and
 - a. An investigation by the Board has not concluded that the accusation is true; or
 - b. The teacher is acquitted of criminal charges in relation to the accusation; or
 - c. An arbitrator considering discipline or dismissal of the teacher finds the accusation to be false,
 - d. The teacher shall be entitled to assistance from the Board as provided in this Agreement.
2. The teacher shall be assisted to the fullest possible extent by the Board in assuring a successful return to teaching duties, including any necessary period of leave of absence with pay, first priority for a transfer to any vacant position requested by the teacher and, where requested by the teacher, provision of factual information to parents by the Board.

SECTION F: PROFESSIONAL RIGHTS

ARTICLE F.20: PROFESSIONAL DEVELOPMENT COMMITTEE

1. The Board shall establish a fund for the purpose of promoting professional development of the teaching staff of the school district.
2.
 - a. The Board shall place the sum of \$50,000.00 every school year in the Professional Development Fund.
 - b. Funds not expended within the life of the Collective Agreement shall be retained in the fund pursuant to Article F.20.2.a and shall be added to new funding.
3. The professional development fund as established by the Board shall be controlled and administered by the professional development committee.
4. The professional development committee shall be chaired by the Union's professional development chairperson and shall comprise:
 - a. One trustee;
 - b. The superintendent or designate;
 - c. One administrative officer;
 - d. One teacher-elected representative from each school;
 - e. The chairpersons of each LSA;
 - f. The Union's Professional Development committee chairperson.
5. The professional development committee shall adhere to the following principles:
 - a. Teachers shall participate in professional development on a voluntary basis, except during non-instructional days;
 - b. A needs assessment process shall be the starting point of a professional development program;
 - c. Opportunities for professional development activities shall be distributed as equitably as possible.
6. The PD fund will not be required to finance curriculum implementation in the district.

ARTICLE F.21: PROFESSIONAL DEVELOPMENT DAYS

1. The five days of professional development activities made available pursuant to Article D.28 of this Collective Agreement, shall be sanctioned by the Union's Professional Development Committee.
2. The Board shall approve such professional development activities as are sanctioned by the Union's Professional Development Committee.
3.
 - a. The Union's Professional Development Committee may make two or more of the five professional development days referred to in Article D.28 of this Agreement, available to individual school staffs.
 - b. Activities on the school-based professional development days referred to in 3a above, must have the approval of a majority of the school staff.

ARTICLE F.22: CURRICULUM IMPLEMENTATION AND EDUCATIONAL CHANGE

When a new curriculum or educational change is being introduced to the School District, it shall be the responsibility of the Board and the Union to strike an implementation committee that shall report to and make recommendations to the Board and the Union for implementation of such new curriculum or educational change.

ARTICLE F.23: ELEMENTARY SCHOOL ASSESSMENT

1. Any decision to undertake a school assessment shall be by a majority vote of the school staff.
2. Prior to undertaking a school assessment, each elementary school staff and the Administrative Officers of the school will clarify their purposes and objectives in undertaking the assessment in light of the Ministry and School District No. 91's guidelines.
3. The Board will provide to each elementary school that decides to undergo assessment, the full funding derived from the Fiscal Framework which is provided for the accreditation process. Such funding will be used for:
 - a. appropriate release time to carry out the assessment without jeopardizing the current educational programs; and
 - b. extra secretarial time as required
4. The use of a Professional Development Day shall be decided upon by a majority vote of the teachers on the school staff.

5. If an external preview team is required, at least one elementary school teacher shall be on such a team, and the staff including the administrative officer(s) shall be consulted on the final make up of the external review team.

ARTICLE F.24: SECONDARY SCHOOL ACCREDITATION

1. Prior to undertaking a school accreditation, each secondary school staff and the Administrative Officers will:
 - a. clarify their purposes and objectives in undertaking the accreditation in light of the Ministry and School District No. 91's guidelines.
2. The Board will provide to each secondary school the full funding derived from the Fiscal Framework which is provided for the accreditation process. Such funding will be used for:
 - a. appropriate release time to carry out the accreditation without jeopardizing the current educational programs;
 - b. extra secretarial time as required;
3. The use of a Professional Development Day shall be decided upon by a majority vote of the teachers on the school staff.
4. The staff and the administrative officers shall be consulted on the final make up of all external review teams.
 - a. at least one secondary teacher shall be on such team.

ARTICLE F.25: PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to whom they are assigned.
2. Notwithstanding the provisions of this clause, management retains the right to determine effectiveness of instruction and evaluation of its teachers, in accordance with the provisions of this Agreement.

ARTICLE F.26: MENTORSHIP PROGRAM

1. The Board shall establish a fund for the purpose of promoting a mentorship program for the teaching staff of the school district.
2.
 - a. The Board shall place the sum of \$10,000 every school year in the Mentorship Program fund;
 - b. Funds not expended within the life of the contract shall be retained in the fund and shall be added to new funding.
3. The mentorship program fund will be controlled by the Union, and will be administered jointly by the BLNTU and District Management.
4. The mentorship program committee shall be composed of:
 - a. A representative of the BLNTU;
 - b. The Professional Development Chairperson;
 - c. Two individuals as designated by senior management.
5. The mentorship program committee shall adhere to the following principles:
 - a. Teachers shall participate in mentorship activities on a voluntary basis;
 - b. A needs assessment process shall be the starting point of a mentorship program;
 - c. Opportunities for mentorship activities shall be distributed as equitably as possible.
6. The mentorship fund will not be required to finance curriculum implementation in the district.

SECTION G: LEAVES OF ABSENCE

ARTICLE G.1: PORTABILITY OF SICK LEAVE

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

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

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

ARTICLE G.2: COMPASSIONATE CARE LEAVE

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

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

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

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

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

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

[See also Article G.26 Compassionate Leave for short term compassionate leaves of up to five 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.]

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

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

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

3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
 - b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

Local Provisions:

5. Leave in excess of five (5) days granted under Article G.4.1 shall be granted, with or without pay, upon request to the School Board.

ARTICLE G.5: UNPAID DISCRETIONARY LEAVE

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

Implementation:

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

[Note: See also Article G.27 Discretionary Leave.]

ARTICLE G.6: LEAVE FOR UNION BUSINESS

[Note: Article G.6.1.a and G.6.2 through G.6.8 do not apply in School District No. 91 (Nechako Lakes). Article G.6.1.b applies for the purposes of Article A.10 only.]

Elected union officer release

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

Implementation:

The parties will develop a schedule of articles that are replaced by this article. Where a superior provision is identified in the previous collective agreement, this provision will not apply and the superior provision will continue to apply.

11. The Board shall grant leave of absence to a teacher elected as President of the Union on the following conditions:
 - a. The Board will continue to pay the teacher while on leave, and make all deductions from their salary. The Union will be billed monthly by the Board and will reimburse the Board monthly for that portion of the Board's cost of salary, allowances and fringe benefits represented by the leave. The Board shall contribute the employer's share of Teacher Superannuation;
 - b. The period of leave will be counted for salary purposes as teaching experience by the Board;
 - c. Sick leave shall continue to be earned by the teacher on leave for the period of leave and accumulated sick leave may be used during the period of leave;

- d. In the event the President is unable to fulfil their duties, the Board shall provide a replacement-teacher to permit another Union member to assume the duties of President. In this case, the provisions of Article G.6.11.a through Article G.6.11.d shall apply so there is no cost to the Board.

12. Leave for Local and BCTF Business

- a. An employee covered by this Agreement shall be granted Leave of Absence with pay in order to carry out the business of the Union or the British Columbia Teachers' Federation.

Such leave shall be granted subject only to the British Columbia Teachers' Federation or local Union reimbursing the Board for the full cost of the replacement teacher.

This provision does not apply to the reimbursement for the President which is per Article G.6.11.

- b. 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.
- c. For purposes of pension, experience, sick leave and seniority an employee granted leave under Article G.6.9 or G.6.12.b shall be deemed to be in the full employ of the Board.
- d. Under Article G.6.12.b, the employee shall be entitled, on written notice at least one month prior to the commencement of a school term, to return to employment with the Board effective the commencement of that term, and shall be entitled to an assignment comparable to that previously held.
- e. Appointed union leave under Article G.6.12.a shall not exceed:
 - i. 5 days per individual teacher;
 - ii. 150 days in total for all teachers to do union work.
- f. Exceptions to these limits as outlined in Article G.6.12.e may be made by mutual agreement of the Board and the Union.

ARTICLE G.7: TTOCs CONDUCTING UNION BUSINESS

- 1. Where a Teacher Teaching on Call (TTOC) is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the collective agreement.

2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.
4. Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

ARTICLE G.8: TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

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

ARTICLE G.9: TEMPORARY PRINCIPAL / VICE PRINCIPAL LEAVE

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
 - a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
 - b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice – Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
 - a. Teacher Evaluation
 - b. Teacher Discipline

6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

ARTICLE G.10: TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

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

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

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

ARTICLE G.11: CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

ARTICLE G.20: LEAVE OF ABSENCE INCENTIVE PLAN

The Board agrees to implement a Leave of Absence Incentive Plan (LAIP) as outlined below:

The Board shall pay a financial incentive to teachers to take leaves of absence for personal and professional purposes, subject to the following conditions:

1. The teacher must:
 - a. Have a minimum of ten (10) years service with the School Board and have been on continuous active service in the District for the last two (2) years;
 - b. Be on the maximum step of the salary scale.

2. For full-time teachers, the financial incentive shall be \$15,000 per school year and shall be paid in ten (10) monthly instalments beginning on September 30 in the year of the leave. Teachers on a part-time continuing appointment shall receive a pro rata incentive based on the percentage of teaching time at the time of application and payable in ten (10) monthly instalments.
3. The Board will grant 2 teaching staff LAIP per year. The Board will exercise discretion to approve additional applications for special circumstances.
4. Teachers wishing to apply for LAIP must notify the Board, in writing, by March 31 in the year they wish to begin the leave. A joint committee will decide on the leaves to be approved if more than two applications are received.
5. Teachers granted LAIP must return to teach in School District #91 (Nechako Lakes) for a period of two years. Teachers in violation of this covenant shall provide restitution to the Board.
6. Leave for LAIP will be considered as time worked for the purposes of seniority calculation.
7. All vacancies arising from the granting of leaves under this section shall be posted.
8. During the term of the leave, the Board will continue to pay the full cost of the medical, extended health and dental premiums. Other benefits, subject to eligibility, will be at full cost to the teacher, if the teacher chooses to continue coverage.

ARTICLE G.21: SICK LEAVE

1. Sick leave with pay is earned at the rate of one and one-half (1 1/2) days for each month in the service of the Board.
2. Any days during which the teacher has been absent with full pay for reasons of illness or unavoidable quarantine shall be charged against any sick leave accumulated by the teacher.
3.
 - a. Teachers on Continuing Contracts
 - i. On appointment to the district teachers shall receive credit for thirty (30) days sick leave. No further sick leave credit will be granted until the start of the third year of employment.
 - ii. In the third year of employment, no fewer than fifteen (15) days of sick leave shall be available to each teacher at the beginning of the school year. Teachers commencing employment with the Board during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.

- b. Teachers on Limited Duration Contracts
 - i. Teachers on limited duration contracts shall accumulate sick leave at a rate of one and one-half days for each month in the service of the Board.
- 4. There is no maximum to the number of days of sick leave that may be accumulated. A maximum of 120 sick days per year may be used.
- 5. Each teacher shall receive an accounting of their accumulated sick leave twice a year in September and January.
- 6. Sick leave accumulated by each teacher prior to June 30, 1988 shall continue to be credited to that teacher.
- 7.
 - a. The Board may request a medical certificate/letter where the absence is greater than three days;
 - b. The medical certificate/letter is to indicate the Union member was or is not able to perform normal teaching duties; and
 - c. The Board shall reimburse the Union member for the billed cost of the requested medical certificate/letter upon proof of payment.
- 8. If a teacher resigns, having used more sick time than earned, the over payment must be repaid to the Board.
- 9. Effective July 1, 2002, the accumulated sick leave credits of employees formerly covered by the former School District No. 55 (Burns Lake) agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the former School District No. 56 (Nechako) agreement.

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

ARTICLE G.22: MATERNITY LEAVE

- 1. Short-term Maternity Leave:

A pregnant teacher shall be granted upon request a leave of absence:

 - a. As provided for in Part 6 of the Employment Standards Act, or
 - b. For a stated period of time so that the return to duty will be September 1, January 1, or the beginning of a semester in a semestered school.

2. Supplemental Employment Benefits on Maternity Leave:

When a pregnant teacher takes the maternity leave to which they are entitled pursuant to the Employment Standards Act and Article G.22.1, the Board shall pay the teacher

- a. 90 percent of their normal weekly salary for the first two weeks of the leave.

3. Extended Maternity Leave:

- a. Teachers granted leave under Article G.22.1 who choose not to return to work at the expiration of that leave may apply for extended maternity leave, five weeks prior to the start of a semester or term or by April 15 in respect to leave expiring on June 30;
- b. Leave shall be granted, upon request, for a period of up to a maximum of thirty school months;
- c. Teachers returning from extended maternity leave shall do so at September 1st or January 1st or beginning of a semester and shall notify the Board five weeks in advance, except in respect to leave expiring June 30 where notice shall be given by May 31.

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 all normal sick leave provisions.

5. Early Return and Emergency Situation:

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

6. Extended Maternity Leave Benefits:

When a teacher has been granted extended maternity leave beyond 30 weeks all benefit premiums during that period shall be paid by the teacher.

7. Adoption:

In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this section shall apply, including all rights guaranteed under the Employment Standards Act. Paid leave shall be granted to either parent, or both, if both are employees of the Board, for mandatory interviews or travelling time to receive the child for three (3) days upon letter of request and five (5) days due to exceptional circumstances.

8. Reassignment:

- a. A teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave;
- b. A teacher returning from extended leave shall be assigned to a comparable position within the district;
- c. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

ARTICLE G.23: PARENTHOOD LEAVE

- 1. A teacher with a dependent child shall be granted, upon request, a parenthood leave of absence without pay for a stated period of time, as requested by the teacher, up to a maximum of 30 school months so that the return to duty will coincide with the commencement of a term (September 1 or January 1) or semester or after the spring break.
- 2. Parenthood leave shall also be granted in the case of adoption or legal guardianship.
- 3. Reassignment:
 - a. A teacher returning from short-term leave within a school year shall be reassigned to the same position held prior to the leave;
 - b. A teacher returning from extended leave shall be assigned to a comparable position within the district;
 - c. These items notwithstanding, a teacher may choose to apply for a transfer to another position.

ARTICLE G.24: PATERNITY LEAVE

On the birth of a child or in the case of adoption or legal guardianship, the teacher may apply for and shall be granted paternity leave with pay up to a maximum of 2 days upon letter of request and 4 days due to exceptional circumstances.

ARTICLE G.25: JURY DUTY AND APPEARANCE IN LEGAL PROCEEDINGS

1. Leave of absence for jury duty, jury selection, or when a teacher is subpoenaed as a witness in a criminal or civil proceeding shall be granted without loss of pay. Witness or jury duty fees, when received, shall be paid to the Board.
2. Where a teacher is required to attend court as a plaintiff or defendant, the teacher shall be granted leave of absence without cost to the school Board.

ARTICLE G.26: COMPASSIONATE LEAVE

1. For emergent and compassionate reasons, a teacher may be entitled to up to five (5) days leave.
2. Such requests shall be in writing and subject to Superintendent's approval.

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

ARTICLE G.27: DISCRETIONARY LEAVE

1. Discretionary leave shall be granted on the basis of length of service to the district, and shall be as follows:
 - a. Teachers on Continuing Contracts
 - i. Year 0-9 1 day/year.
 - ii. Year 10+ 2 days/year.
 - iii. Discretionary leave is not cumulative.
 - b. Teachers on Limited Duration Contracts
 - i. 0-5 months One half day.
 - ii. 5+ months 1 day/year.

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

ARTICLE G.28: LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE

1. When a teacher is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given leave of absence, without pay, during the election campaign. Should the teacher be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long-term leave of absence.
2. Teachers elected or appointed to municipal or regional district offices, public boards, or involved in non-profit societies at an executive level, requiring leaves, shall be granted leave of absence to attend specific functions, with pay after receiving the Superintendent's permission, for up to three (3) days; two (2) additional leave days may be granted less the cost of a TTOC or teacher replacement.

ARTICLE G.29: WORKERS' COMPENSATION BOARD LEAVE

1. All monies received by a teacher by way of compensation for loss of wages under the Workers' Compensation Act shall be paid to the Board in return for which the Board shall pay the teacher the full amount of their wages to which they would have been otherwise entitled for the disability suffered or incurred.
2. Sick leave shall be deducted at the rate of .25 for each day salary is reimbursed to the Board by the Workers' Compensation Board.
3. Compensation does not include a disability pension or other final settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.
4. This Article does not apply to TTOC or teacher replacement.

ARTICLE G.30: LEAVE FOR COMPETITIONS

Members involved in zone playoffs and competitions leading to sanctioned Provincial, National or International Championships shall be granted leave with pay to a maximum of three (3) days to enable participation in such competitions. Additional days may be provided at the Board's discretion. Those desiring such leaves need to apply in writing and receive permission from the Superintendent.

ARTICLE G.31: GENERAL LEAVE

The Board may grant general leaves of absence without pay. A request for general leave of absence must be made to the Superintendent of School by March 31.

ARTICLE G.32: SELF-FUNDED LEAVE PLAN

1. The Board will administer a Self-Funded Leave Plan. [See Appendix B]
2. The Self-Funded Leave Plan will be governed by the Joint Committee.
3. The committee shall determine any questions referred to it regarding the operation of the Self-Funded Leave Plan including the selection of an eligible financial institution for the deferred compensation amounts.
4. During the period of leave, the teacher shall have the option to continue to receive medical, dental and insurance benefits as outlined in the Agreement, but at their cost.
5. The leave will be counted as continuous service with the Board for determination of seniority.

ARTICLE G.33: PERSONAL LEAVE

1. An employee shall be granted personal leave of absence without pay for up to one year. Such leave shall be extended for up to one additional year at the employee's request.
 - a. A request for personal leave of absence will normally be submitted no later than thirty (30) days prior to the start of the leave.
 - b. Personal leave of absence will normally commence on September 1, January 1, or the beginning of a semester in a semestered school.
 - c. Personal leave commencing after the start of the school year will be granted only if a qualified TTOC or teacher replacement can be hired.
 - d. Personal leave less than one semester may be granted by the Board.
2. An employee wishing to extend the personal leave shall notify the Board at least thirty (30) days prior to the scheduled return or by April 30 for those scheduled to return at the beginning of the following school year.
3. An employee on personal leave will be entitled to continue all medical, dental, and insurance benefits when such benefits are prepaid by the employee and where so allowed by the carrier.

APPENDIX “A”

June 21, 1994.

LETTER OF UNDERSTANDING

BETWEEN:

**THE BOARD OF SCHOOL EDUCATION
SCHOOL DISTRICT NO. 56 (NECHAKO)**

AND:

THE NECHAKO TEACHERS' ASSOCIATION

RE: MATERNITY SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN

The parties hereby agree as follows:

1. The objective of the plan is to supplement the employment insurance benefits received by the employee for temporary unemployment caused by Maternity Leave as specified in Article G.22 of the Collective Agreement.
2. An employee may not use sick leave during Maternity Leave if the MAT-SEB plan has been accessed for that leave.
3. The employee must apply for Employment Insurance benefits before the MAT-SEB becomes payable.
4. An employee disentitled or disqualified from receiving E.I. benefits is not eligible for MAT-SEB.
5. The maximum benefit level paid under this plan, including E.I. benefits and the supplemental amount is 60% of the employee's normal weekly salary for 15 weeks. It is understood that in any week, the total amount of MAT-SEB, employment insurance gross benefits, and any other insurable earnings received by the employees will not exceed 95% of the employee's normal weekly earnings.
6. The maximum number of weeks for which MAT-SEB is payable during a maternity leave-of-absence is 17, including the two week waiting period.

N.D.T.A.

BOARD OF SCHOOL EDUCATION

[“Mini-Mobility” MOU]

The purpose of this memorandum of agreement is to enable laid off members on one part of the amalgamated SD No. 91 (Nechako Lakes) who are on a recall list to be given priority hiring rights in the other part of the amalgamated district before new hires.

**Memorandum of Agreement
between
Nechako Lakes Interim Council
and
School District No. 91 (Nechako Lakes)**

- A. That Article 18.2 regarding the Filling of Vacant Positions in the previous local agreement between School District No. 55 (Burns Lake) and the Burns Lake District Teachers' Association be changed as follows:

18.2 Filling Vacant Positions

18.2.1 In filling vacant positions, the Board shall proceed as follows:

- a) teachers on continuing contract returning from leave of absence;
- b) teachers transferred by the Board;
- c) teachers on continuing contract requesting transfer prior to April 15th;
- d) teachers on full-time continuing contracts who have requested a transfer to a specific position after posting;
- e) teachers on part-time continuing contracts who wish to move to full-time;
- f) other teachers currently employed by the Board;
- g) teachers on the recall list, or who will be on the recall list, prior to the date of the commencement of required duties of the position to be filled;
- h) Nechako Teachers' Union members who have recall rights;
- i) when these teachers have positions, the Board will consider applications for any remaining vacancies from its list of teacher applications.

- B. That Article E.5.1 regarding the Filling of Vacant Positions in the previous local agreement between School District No. 56 (Nechako) and the Nechako Teachers' Union be changed as follows:

E.5 Filling Vacant Positions

The Board shall fill vacancies other than those for positions of special responsibility in the following priority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position. Where two or more candidates fall in the same category, the teacher with the greatest seniority shall have preference.

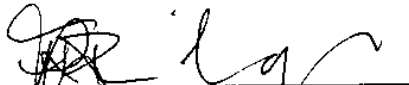
- a) Teachers returning from a leave of absence;

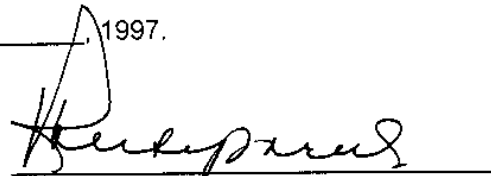
- b) Continuing appointees transferred on the initiative of the Board, subject to rights of review of that transfer;
- c) Continuing appointees requesting transfer;
- d) Part-time continuing contract teachers requesting an increase in the time of their assignment or appointment;
- e) Teachers on the recall list;
- f) Burns Lake District Teachers' Association members who have recall rights;
- g) New appointees to the district.

C.

1. An employee laid off, pursuant to either the previous local agreement between the former School District No. 55 (Burns Lake) and the Burns Lake District Teachers' Association or between the former School District No. 56 (Nechako) and the Nechako Teachers' Union, upon acceptance of a continuing appointment pursuant to the previous local agreement of the other geographic region, shall be credited with the seniority accrued in their previous position, but calculated according to the previous local agreement of the region in which they are now employed.
 - a) A laid off teacher who accepts a continuing appointment in the other geographic region would then forego recall rights in the geographic region where they were laid off;
 - b) A laid off teacher, who is on the recall list, who accepts a term assignment in the other geographic region would retain their recall rights. Seniority, in this situation, would be accrued in the geographic region where the teacher is working as well as in the geographic region in which the teacher has recall rights, and will be calculated in accordance with each of the previous local agreements.
2.
 - a) An employee whose assignment includes working in both the Burns Lake and Nechako geographic regions will be covered by the previous local agreement of the geographic region in which that employee has the greatest proportion of their assignment;
 - b) A employee whose assignment in each geographic region is equally proportionate shall choose the Previous Local Agreement by which they are covered.
3. A Teacher Teaching on Call or Replacement Teacher will be covered by the previous local agreement of the geographic region in which they are employed.

Dated this 15th of October, 1997.


Nechako Lakes Interim Council


School District No. 91 (Nechako Lakes)



November 25, 1993

LETTER OF UNDERSTANDING

BETWEEN:

**THE BOARD OF SCHOOL EDUCATION
SCHOOL DISTRICT NO. 56 (NECHAKO)**

AND:

THE NECHAKO DISTRICT TEACHERS' ASSOCIATION

Re: Teachers Returning From Leave

It is understood that teachers returning from leaves of absence will not be required to accept teaching positions in communities other than those from which they have left. All existing provisions in the Collective Agreement apply to teachers returning from leaves of absence with the exception of the above.

It is also understood that if there is no posted teaching position available in the community from where the teacher has their leave of absence, Article C.2.9.a of the Collective Agreement will prevail.

For the purpose of this Letter of Understanding, Mapes will be considered as part of the community of Vanderhoof; Fort Fraser will be considered part of the community of Fraser Lake; and Fort St. James, and Tache will be considered as separate and distinct communities.

APPENDIX B

“DEFERRED SALARY LEAVE PLAN AGREEMENT”

BETWEEN: BOARD OF SCHOOL EDUCATION OF SCHOOL DISTRICT NO. 91 (NECHAKO LAKES) being a Board of Education duly constituted under the School Act.

(hereinafter called the “Board”)

Party of the First Part

AND BURNS LAKE AND NECHAKO TEACHERS’ UNION

(hereinafter called the “Association”)

Party of the Second Part

WHEREAS:

- A. The Board and the Association have agreed pursuant to Article G.32 of the Collective Agreement to enable teachers employed by the Board to have the opportunity to take a one year Leave-of-Absence on a deferred compensation basis, and
- B. That plan provides for a separate agreement to be in force which will govern the Leaves-of-Absence and set out other understandings between the parties.

NOW THEREFORE THIS AGREEMENT WITNESSETH it is hereby agreed as follows:

1. For the purpose of definition:

- a. “Eligible Teacher: means a teacher whose years of teaching service will total 5 years experience in School District No. 56 (Nechako) prior to commencement of the leave, and who has a continuing, full-time or part-time teaching appointment. (For purposes of this Agreement, part-time must be half-time or greater.)

The years of service for leave for education purposes need not total 5 years. However, proof of utilization of leave for educational purposes will be required prior to the teacher returning to duty.

- b. “Leave of Absence” is defined as a period of one *school year* from July 1 to June 30.

2. It is understood that the total number of teachers on Leave-of-Absence under provision of this agreement, in any one year shall not exceed ten.

3. It is understood that although no guarantee can be given by the Board, every attempt will be made by the Board to place a returning teacher at or near the position held before the Leave-of-Absence.
4. It is understood that no increments will be earned by a Participant during the period of the Leave-of-Absence, except if the Participant uses this leave time to attend University or teach in another acceptable jurisdiction.
5. A Participant's medical, dental, extended health and group life benefits will be administered by the Board during the Leave-of-Absence. Premiums will be deducted and it is understood that the employee shall be responsible for the full cost of benefits (including the "employer's" share). It is further understood that the benefits the teacher is enrolled on at the time of the leave are to be continued.
6. During the Leave-of-Absence no sick leave credits will be earned or used.
7. Should this plan be ended as a result of changes to Article G.32 of the Collective Agreement, it is understood that individual teachers enrolled on the plan prior to ending the plan will continue on the plan until the provisions of their individual programs are completed.
8. Applications will be processed on a first come first served basis, but the right to approve or reject the applications will rest solely with the Joint Committee.
9. This Agreement may be cited for all purposes as "The Deferred Salary Leave Plan Agreement" and shall come into force, and remain as such, in accordance with Article G.32 of the Collective Agreement between the Board of Education and the Burns Lake and Nechako Teacher' Union.

APPROVE AND AGREED TO:

FOR THE BOARD

FOR THE ASSOCIATION

June 21, 1994.

[NOTE: Housekeeping Modifications implemented March 2009.]

APPENDIX C

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 8th day of March, 2013

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

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

Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

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

Section C – Employment Rights

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

8. Severance
9. Retraining, Board directed education upgrading

Section D – Working Conditions

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

15. Technological Change, Adjustment Plan – Board Introduced Change
16. Hearing and Medical Checks, Medical Examinations, Tests, Screening for TB
17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

Section E – Personnel Practices

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

Section F – Professional Rights

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

Section G – Leaves of Absence

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave

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

January 22, 2021 - Provincial Matters

Appendix 2 LOCAL MATTERS

Appendix 2 – Local Matters
Housekeeping – Form Issues

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

Section A – The Collective Bargaining Relationship

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

Section B – Salary and Economic Benefits

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

Section C – Employment Rights

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

Section D – Working Conditions

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

Section E – Personnel Practices

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

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

Section F – Professional Rights

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

Section G – Leaves of Absence

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

provincial including: continuation of benefits, increment entitlement and matters related to pensions.

January 22, 2021 - Local Matters.

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

Unpaid Leave In The Designation Of Provincial and Local Matters

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

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

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

October 25/95

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

Concerning Selection of Administrative Officers

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”
President
BC Teachers’ Federation

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

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

Professional Development

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

Professional Development:

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

For BCTF:
“R. Worley”

For BCPSEA:
“K. Halliday”

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

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

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

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

Dated this 7th of October, 1997.

British Columbia Teachers’ Federation

“R. Worley”

British Columbia Public School Employers’
Association

“K. Halliday”

LETTER OF UNDERSTANDING No. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

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

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

Signed this 25th day of June, 2012

Original signed by:

Jacquie Griffiths
For BCPSEA

Susan Lambert
For BCTF

LETTER OF UNDERSTANDING No. 3. a

Between

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

And

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

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

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

Section 4 of Bill 27 indicates that, “Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the collective agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect.”

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.

Notwithstanding the Federation’s view on these matters, on a without prejudice and precedent basis to the Federation’s overall position in respect of Bill 27 “Education Services Collective Agreement Act” and Bill 28 “Public Education Flexibility and Choice Act”, including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

1.0 RATE OF PAY MAINTENANCE

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.

1.1 Continuing Employees

1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.

1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

Example:

Fernie Grid — Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.

1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.

a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.

b. Appeals must be referred to the Board and the Union by October 15, 2002.

c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.

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	
First	Last		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.
- 1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1
	<ul style="list-style-type: none"> (B.1 – A.1 = Difference/10= Monthly Installment) 	
03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2	B.1 x 1.025 = B.2
	<ul style="list-style-type: none"> (B.2 – A.2 = Difference/10= Monthly Installment) 	
Notes:	<ol style="list-style-type: none"> For 12-month pay schedules, the divisors will be 12. The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement. Please refer to Appendix "A" for examples. 	

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:

Name		Daily Rate Effective June 30, 2002
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.

- 1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.
- 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

- 1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.
- 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.

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)

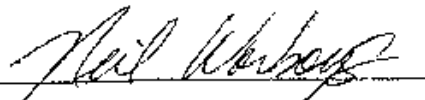
Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.


9.3 Application

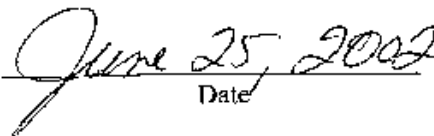
- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms 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.

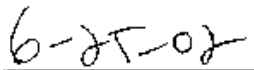
9.4 School District No.79 (Cowichan Valley)

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

Revised with housekeeping March 26, 2020

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

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
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	\$54,395	\$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 Installment*
Placed on new scale	\$38,405 +2.5%		
1-Jul-02	\$39,365	\$2,019	\$202
1-Jul-03	\$40,349	\$127	\$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 Installment*
Placed on new scale	\$52,880 +2.5%		
1-Jul-02	\$54,202	\$0	\$0
1-Jul-03	\$55,557	\$0	\$0

* Monthly installment assumes annual salary paid over 10 months

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
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	\$50,626
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

Placed on new scale	1-Jul-02	5.1	\$42,564	Compare with \$43,626 +2.5%	Annual Difference	Monthly Installment*
	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

		Compare with			Annual	Monthly
		\$62,976 +2.5%			Difference	Installment*
Placed on new scale	1-Jul-02	5.10	\$62,752	\$64,550	\$1,798	\$180
	1-Jul-03	5.10	\$64,321	\$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 10th day of April, 2013

Original signed by:

Jacquie Griffiths
For BCPSEA

Jim Iker
For BCTF

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Aboriginal Employees

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

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

Remote Recruitment & Retention Allowance:

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

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

upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of

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

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

Signed this 13th day of June, 2012

Revised: March 26, 2020

Original signed by:

Jacque Griffiths
For BCPSEA

Susan Lambert
For BCTF

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

Schedule A - List of Approved School Districts or Schools

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

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

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

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

Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet

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

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

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

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

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

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

81 - Fort Nelson (Entire District)

82 - Coast Mountain (Entire District)

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

85 - Vancouver Island North (Entire District)

87 - Stikine (Entire District)

91 - Nechako Lakes (Entire District)

92 - Nisga'a (Entire District)

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

Ecole Jack Cook	Terrace
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LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

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

LETTER OF UNDERSTANDING No. 7

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

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

Signed this 26th day of March, 2020

Original signed by:

Alan Chell
For BCPSEA

Teri Mooring
For BCTF

Revised with housekeeping March 26, 2020

LETTER OF UNDERSTANDING No. 8

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

Alan Chell
For BCPSEA

March 26, 2020
Date

Teri Mooring
For BCTF

March 26, 2020
Date

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

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

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

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

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

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.
7. As of January 30, 2015, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:

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

Agreed to on: November 26, 2012

Revised: May 13, 2015

Original signed by:

Renzo Del Negro
For BCPSEA

Jim Iker
For BCTF

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

Appendix A to Letter of Understanding No. 9

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

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

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

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

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

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

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

Not applicable in School District No. 91 (Nechako Lakes).

LETTER OF UNDERSTANDING NO. 11

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

calculation is made, no partial transfer of TTOC experience are permitted. (See example below).

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

Example:

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

Original signed by:

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

LETTER OF UNDERSTANDING NO. 12

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

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

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

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

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

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

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

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

Schedule "A" of All Restored Collective Agreement Provisions

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

Agreement to be Implemented

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

II. NON-ENROLLING TEACHER STAFFING RATIOS

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

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

III. PROCESS AND ANCILLARY LANGUAGE

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

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

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

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

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

K-3 Superior Provisions to Apply

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

Class Size Language: 4-12

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

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

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

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

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

Best Efforts to Be Made to Achieve Compliance

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

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

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

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

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

Non-Compliance

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

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

Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 13

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Section 53 – Joint Consultation and Adjustment Opportunities

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

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

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

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 14

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

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

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

LETTER OF UNDERSTANDING NO. 15

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Maternity/Pregnancy Supplemental Employment Benefits

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

Discussions will take place prior to June 30, 2020.

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

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

Dated this 26th day of March 2020.

Original signed by

British Columbia Public School Employers'
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

LETTER OF UNDERSTANDING NO. 16

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Early Career Mentorship

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

LETTER OF UNDERSTANDING NO. 17

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Potential Grievance Resolution

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

Appendix D Letters of Understanding Regarding Amalgamation

Memorandum Of Settlement

Between:

British Columbia Public School Employers' Association (BCPSEA)

And:

British Columbia Teachers' Federation (BCTF)

RE: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership – SD No. 5 (South East Kootenay), SD No. 6 (Rocky Mountain), SD No. 8 (Kootenay Lake), SD No. 53 (Okanagan Similkameen), SD No. 58 (Nicola-Similkameen), SD No. 79 (Cowichan Valley), SD No. 82 (Coast Mountains), SD 83 (North Okanagan-Shuswap), SD No. 91 (Nechako Lakes).

The following agreement is made on a without precedent and prejudice basis, respecting the above noted districts only and represents full and final settlement to the above noted grievance on the following terms and conditions:

1.0 Union Recognition

- 1.1 For collective agreement purposes, BCPSEA and each employer recognize one (1) local union/association per School District (Article A.2).
- 1.2 The organization of a local union/association and matters of how its authority/responsibilities are framed or delegated are matters within the exclusive authority of the BCTF and the local union/associations. Subject to PELRA and the exclusive bargaining agency of the BCTF, the local union/association designated by the BCTF has the exclusive right to exercise the local rights and capacities delegated by the BCTF pursuant to PELRA.
- 1.3 For purposes of recognition (Article A.2), upon written notice by the BCTF pursuant to Section 8 of PELRA, a new local union/association in the district succeeds and replaces the previously recognized union/association.
- 1.4 Nine (9) new local union/associations have been created:
 1. the "Cranbrook and Fernie Teachers' Association";
 2. the "Rocky Mountain Teachers' Association";
 3. the "Kootenay Lake Teachers' Association";
 4. the "South Okanagan Similkameen Teachers' Union";
 5. the "Nicola Valley and Princeton Teachers' Union";
 6. the "Cowichan Valley Teachers' Federation";

7. the “Coast Mountain Teachers’ Federation”;
8. the “North Okanagan Shuswap Teachers’ Association”; and
9. the “Burns Lake and Nechako Teachers’ Union”;

As a result,

SD No. 5 (Southeast Kootenay) – The Cranbrook and Fernie District Teachers’ Association will replace all references to the Cranbrook District Teachers’ Association in the previous local agreement.

SD No. 6 (Rocky Mountain) – The Rocky Mountain Teachers’ Association will replace all references to the Windermere District Teachers’ Association in the previous local agreement.

SD No. 8 (Kootenay Lake) – The Kootenay Lake Teachers’ Federation will replace all references to the Nelson District Teachers’ Association in the previous local agreement.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers’ Union will replace all references to the Southern Okanagan Teachers’ Association in the previous local agreement.

SD No. 58 (Nicola-Similkameen) – The Nicola Valley and Princeton Teachers’ Union will replace all references to the Nicola Valley Teachers’ Union in the previous local agreement.

SD No.79 (Cowichan Valley) – The Cowichan Valley Teachers’ Federation will replace all references to the Cowichan District Teachers’ Association in the previous local agreement.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers’ Federation will replace all references to the Terrace District Teachers’ Union in the previous local agreement.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers’ Association will replace all references to the Shuswap Teachers’ Association in the previous local agreement.

SD No. 91 (Nechako Lakes) – The Burns Lake and Nechako Teachers’ Union will replace all references to the Nechako Teachers’ Union in the previous local agreement.

- 1.5 For grievances from the Column C geographical area, it is understood that the language from the Column C agreement would apply for incidents which crystallized prior to July 1, 2002. The BCTF will provide BCPSEA with a list of such grievances. Should the date of crystallization be unclear, further discussions by the provincial parties shall take place.

2.0 Union Membership

- 2.1 With the exception of the exempted employees referred to in Article A.3.2, as a condition of employment (Article A.3), employees covered by the teachers' collective agreement must become and remain members of the BCTF and the local Union/Association recognized and named in Article A.2 of the collective agreement.
- 2.2 The active membership application form prepared by the Union will require membership in the BCTF and the recognized local Union/Association. Should the recognized local Union/Association require membership in another Union/Association/organization as a condition of their membership in the BCTF and/or recognized local Union/Association, such membership requirement for these organizations can be included on this form.
- 2.3 As a result,
- SD No. 5 (Southeast Kootenay) – as a condition of employment, teachers will become and remain members of the BCTF and the Cranbrook and Fernie District Teachers' Association.
- SD No. 6 (Rocky Mountain) – as a condition of employment, teachers will become and remain members of the BCTF and the Rocky Mountain Teachers' Association.
- SD No. 8 (Kootenay Lake) – as a condition of employment, teachers will become and remain members of the BCTF and the Kootenay Lake Teachers' Federation.
- SD No. 53 (Okanagan-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers' Union.
- SD No. 58 (Nicola-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers' Union.
- SD No. 79 (Cowichan Valley) – as a condition of employment, teachers will become and remain members of the BCTF and the Cowichan Valley Teachers' Federation.
- SD No. 82 (Coast Mountains) – as a condition of employment, teachers will become and remain members of the BCTF and the Coast Mountain Teachers' Federation.
- SD No. 83 (North Okanagan-Shuswap) – as a condition of employment, teachers will become and remain members of the BCTF and the North Okanagan Shuswap Teachers' Association.
- SD No. 91 (Nechako Lakes) – as a condition of employment, teachers will become and remain members of the BCTF and the Burns Lake and Nechako Teachers' Union.
- 2.4 The employer will send the completed active membership application form to the recognized local union/association.

3.0 Local and BCTF Dues Deductions

- 3.1 The employer agrees to deduct and remit dues and fees from teachers to the BCTF and the recognized local union/association pursuant to their constitutions and by-laws (Article A.4).
- 3.2 Pursuant to the BCTF and recognized local union's constitutions and by-laws, it is understood that this does not preclude the union from setting different dues/fee deductions for different members. Should this be the case, the recognized local union/association shall supply the employer with a letter from the recognized local union/association indicating the amount of dues/fees to be deducted.
- 3.3 When the employer remits the dues and fees to the BCTF and the recognized local union/association, the employer shall supply the recognized local union/association with a listing of the amount remitted for each member.
- 3.4 As a result,

SD No. 5 (Southeast Kootenay) – the Cranbrook and Fernie District Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 6 (Rocky Mountain) – the Rocky Mountain Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 8 (Kootenay Lake) – the Kootenay Lake Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 58 (Nicola-Similkameen) – the Nicola Valley and Princeton Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 79 (Cowichan Valley) – the Cowichan Valley Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers' Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers' Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 91 (Nechako Lakes) – the Burns Lake and Nechako Teachers' Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

4.0 Effective Date

- 4.1 The implementation of this grievance settlement shall take effect July 1, 2003 or at a later date agreed to by the parties. Notwithstanding the above, should there be a change to the dues deduction/remittance that does not allow for implementation by September 1, 2003, the local parties shall meet to discuss the implementation date for these changes to the dues/remittance, but in no case shall these changes take effect later than thirty (30) days from receipt of notice.

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SIGNATURES

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

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