

**COMMON PROVINCIAL LANGUAGE**  
**AND**  
**THE PREVIOUS LOCAL AGREEMENT WITH AMENDMENTS**  
**AND**  
**MEMORANDA OF AGREEMENT AND LETTERS OF UNDERSTANDING ON**  
**PROVINCIAL MATTERS (LOCALLY NEGOTIATED)**  
  
**between**  
  
**FRANCOPHONE PROGRAM TEACHERS' UNION**  
**(LE SYNDICAT DES ENSEIGNANTES ET ENSEIGNANTS DU PROGRAMME**  
**FRANCOPHONE**  
**DE LA COLOMBIE-BRITANNIQUE)**  
**(The SEPF)**  
  
**And**  
  
**THE BRITISH COLUMBIA TEACHERS' FEDERATION**  
**(LA FÉDÉRATION DES ENSEIGNANTES ET DES ENSEIGNANTS DE LA COLOMBIE-**  
**BRITANNIQUE)**  
**(BCTF)**  
**And**  
  
**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 93**  
**(CONSEIL SCOLAIRE FRANCOPHONE DE LA COLOMBIE-BRITANNIQUE)**  
**(CSF)**  
**(The Board)**  
  
**And**  
  
**THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**  
**(L'ASSOCIATION DES EMPLOYEURS DES ÉCOLES PUBLIQUES DE LA COLOMBIE-**  
**BRITANNIQUE)**  
**(BCPSEA)**  
  
**EFFECTIVE JULY 1, 2019 TO JUNE 30, 2022**

Signed this \_\_\_\_\_, 2023 on behalf of:

\_\_\_\_\_  
Conseil scolaire francophone de la C.-B.  
(School District No. 93)

\_\_\_\_\_  
Syndicat des enseignantes et enseignants du  
programme francophone de la C.-B. (SEPF)

\_\_\_\_\_  
BC Public School Employers' Association

\_\_\_\_\_  
BC Teachers' Federation

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## ACRONYMS

BCPSEA - BC Public School Employers' Association / Association des employeurs des écoles publiques de la Colombie-Britannique

BCTF/FECB – B.C. Teachers' Federation / Fédération des enseignantes et des enseignants de la Colombie-Britannique

CSF/the Board - Conseil scolaire francophone de la Colombie-Britannique

CTF/FCE - Canadian Teachers' Federation / Fédération canadienne des enseignantes et enseignants

FTE – Full Time Equivalent

L – Local matter

P – Provincial matter

PCA – Provincial Collective Agreement language

PELRA - Public Education Labour Relations Act

SEPF - Syndicat des enseignantes et enseignants du programme francophone de la Colombie-Britannique

TTOC – Teacher Teaching on Call

TQS - Teacher Qualification Service

WCB - Workers' Compensation Board

## LEXIQUE

Un **poste** est un emploi au CSF avec un pointage et une durée (continu ou temporaire) déterminés.

Équivalent en anglais : « *position* »

Une **affectation** définit la ou les tâches avec leur pourcentage respectif dans un ou des sites déterminés du CSF.

Équivalent en anglais : « *assignment* »

Les **qualifications** : voir article C.35.2

Équivalent en anglais : « *qualifications* »

**Enseignant responsable en absence de la direction d'école** est défini à l'article B.39. Il ne s'agit pas d'un poste à responsabilité spéciale donc il n'y a pas d'indemnité annuelle associée à ce poste.

Équivalent en anglais : « *teacher in charge* »

**Enseignant en chef** est défini à l'article B.40.5. Il s'agit d'un poste à responsabilité spéciale et il y a une indemnité annuelle associée au prorata de cette tâche.

Équivalent en anglais : « *head teacher* »

Un **transfert** est un changement d'école tout en gardant le même poste avec le CSF. Synonyme en français : mutation.

Équivalent en anglais : « *transfer* »

Contrat continu = poste continu = emploi continu = poste à nomination continue = contrat permanent

Définition : lien d'emploi avec le CSF sans objet de fin, l'enseignant détient un statut continu avec le CSF

Contrat temporaire : (Article C.30.2)

Définition : contrat de moins d'un (1) an avec le CSF

Contrat continu-temporaire :

Définition : contrat continu avec une affectation temporaire

*Note: ce lexique a été élaboré dans le but de clarifier les différents termes utilisés suite aux diverses traductions de l'anglais.*



## SECTION A

## THE COLLECTIVE BARGAINING RELATIONSHIP

### ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION [PCA]

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 [PCA]**

1.     The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2.     Pursuant to *PELRA*, the Board of Education for School District No. 93 (CSF) recognizes The SEPF as the teachers' union for the negotiation in S.D. No. 93 (CSF) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in S.D. No. 93 (CSF) 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 [PCA]**

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 [PCA]**

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 [PCA]**

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

## **ARTICLE A.6            GRIEVANCE PROCEDURE [PCA]**

### **1.     Preamble**

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

### **Steps in Grievance Procedure**

#### **2.     Step One**

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

#### **3.     Step Two**

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

#### **4.     Step Three**

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

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

- i.     the number of representatives of each party at Step Three shall be three; and/or
- ii.    at least one of the employer representatives shall be a trustee.

- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

## **5. Omitting Steps**

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

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

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

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

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

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

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

## **9. General**

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

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

**Local Provision:**

- f. Lors d'un différend, si aucun arbitre francophone acceptable par les deux parties n'est disponible, les parties se mettront d'accord de poursuivre avec un arbitre anglophone acceptable pour les deux parties.

**10. Expedited Arbitration**

- a. Any local matters grievance that has exhausted the grievance procedure and has not been referred to arbitration may be referred to expedited arbitration by the party originating the grievance, the Employer or Local where applicable, except: policy or general grievances.
- b. Any provincial matters grievance that has exhausted the grievance procedure and has not been referred to arbitration may be referred to expedited arbitration by the party originating the grievance, the BCTF or BCPSEA where applicable, except the following:
  - a. dismissals,
  - b. suspensions in excess of 20 days,

**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 [PCA]**

- 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 [see Article A.35 – Leave for Local Matters Negotiations].

#### **ARTICLE A.9 LEGISLATIVE CHANGE [PCA]**

- 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 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.

[NOTE: Articles A.11-A.29 reserved for future provincial negotiations]

#### **ARTICLE A.30 EXCLUSIONS FROM THE BARGAINING UNIT [P]**

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. If the Board plans to create a new position within the bargaining unit or a new position excluded from the bargaining unit requiring a teaching certificate, the Board shall provide a written position description for the new position to the SEPF.
3. The SEPF may grieve the decision or intention to exclude a position from the bargaining unit.

### **ARTICLE A.31 NO CONTRACTING OUT [P]**

The Board shall not contract out educational services or any other duties that consist of the type and kind of work that would normally and regularly be performed by members of the bargaining unit, except where there is mutual agreement between the Board and the SEPF. All work performed by members of the bargaining unit as part of their duties and responsibilities shall continue to be performed only by members of the bargaining unit.

### **ARTICLE A.32 EXECUTIVE OFFICERS' LEAVE [P]**

1. The Board shall release the Executive Officer(s) of the SEPF from teaching duties for up to one hundred percent (100%) of their time.
2. The SEPF shall advise the Superintendent on or before May 31st the name(s) of the Executive Officer(s) for the following year and the percentage of time to be released. Release of a second and further part-time officer is subject to availability of a qualified replacement.
3. The Board shall continue to pay the Executive Officer(s) their salary and to provide benefits as specified in this Agreement. The SEPF shall reimburse the Board for such salary and benefit costs within fifteen (15) days of receipt of a monthly statement.
4. For purposes of pension, experience, sick leave and seniority, the Executive Officer(s) shall be deemed to be in the employ of the Board. The Executive Officer(s) shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness. Such days or part days shall be deducted from the Executive Officer(s)' accumulated sick leave credits.
5. The employee concerned shall be guaranteed their choice between returning to the same position or accepting a comparable position and shall be given priority for placement.

### **ARTICLE A.33 LEAVE FOR SEPF, BCTF, CTF/FCE AND COLLEGE OF TEACHERS BUSINESS [P]**

1.
  - a. An employee who is a duly authorized representative of the SEPF, the BCTF, CTF/FCE or College of Teachers shall be granted, upon request, a leave of absence from the employee's duties for up to twenty (20) days in any school year in order to carry out the duties involved.
  - b. In exceptional circumstances, further leave may be requested and shall not be unreasonably withheld.
2. Such release from duties shall be granted without loss of pay and shall be granted subject to the Board being reimbursed by the SEPF or the appropriate body for the cost of the replacement employee.
3. The number of teachers to be released on any single day shall be determined by the Superintendent or their designate in consultation with the SEPF. The number of teachers to be released shall be governed by the availability and suitability of teachers on call.

#### **ARTICLE A.34 LEAVE FOR GRIEVANCE/ARBITRATION [P]**

A leave of absence with pay shall be provided, upon request, to authorized representatives of the SEPF for the purpose of attendance at grievance meetings or arbitration hearings as specified in Article A.6 (Grievance Procedure). In the case of grievance meetings the teacher teaching on call costs will be borne by the Board in accordance with the provisions of Article A.6. In the case of arbitration hearings, where a teacher teaching on call is required, the costs will be borne by the SEPF. [See Article A.6]

#### **ARTICLE A.35 LEAVE FOR LOCAL MATTERS NEGOTIATIONS [P]**

1. A leave of absence with pay shall be provided, upon request, for up to five (5) authorized representatives of the SEPF for the purpose of preparing and conducting local matters negotiations. The cost of teachers on call shall be paid by the Board to an accumulation of fifteen (15) days per representative in any one set of negotiations.
2. Beyond fifteen (15) days per representative, a leave of absence for the purpose of conducting negotiations with pay shall be provided upon request. The cost of a teacher teaching on call shall be shared fifty percent (50%) by the Board and fifty percent (50%) by the SEPF.

#### **ARTICLE A.36 SCHOOL STAFF REPS [P]**

1. The SEPF school staff representatives, or designates, shall have the right:
  - a. upon the request of the teacher in question and notification to the SEPF and principal/vice principal, to be relieved of instructional duties with no loss of pay to be present at meetings between a the principal/vice principal and a teacher. A teacher's right to be accompanied in a meeting shall be pursuant to Article 37 (Right to Representation).
  - b. to be relieved of instructional duties with no loss of pay to participate in a grievance or arbitration procedure. Wherever possible, such activities will be conducted outside of teaching duty hours.
2. The Board recognizes the right of the SEPF school staff representative, or designate, to Convene meetings of the school teaching staff to conduct SEPF business at such times so as not to disrupt normal school instruction.
3. Le SEPF informera la Direction générale ou une personne la représentant du nom du représentant du personnel élu dans chaque école.

#### **ARTICLE A.37 RIGHT TO REPRESENTATION [P]**

1. An employee shall have the right to be accompanied by a representative of the SEPF at a meeting between that teacher and a principal/vice principal if:

- a. the meeting is or may become discipline related, in which case the principal/vice principal shall advise the employee of this right to representation; or
  - b. an employee or the principal/vice principal has reasonable cause to believe that a representative of the SEPF should be present.
2. The employee or the principal/vice principal shall have the right to suspend the meeting until a representative of the SEPF is present.

#### **ARTICLE A.38 SEPF SCHOOL STAFF COMMITTEES [P]**

1. The Board and the SEPF recognize the right of school staff to form a SEPF Staff Committee.
2. The SEPF Staff Committee may study and make recommendations to the school administration on any matters of concern to the staff.
3. The SEPF Staff Committee shall have access to all school level budget information and other school district policies and regulations.
4. The school administration shall consider all recommendations made by the SEPF Staff Committee and will provide a response with reasons in an appropriate manner. Such responses shall be provided in a timely manner. Normally the school administration shall respond within seven (7) working days. In the case of a longer time frame being required, the administration shall provide the response no later than fifteen (15) working days after the recommendations are received.

#### **ARTICLE A.39 ACCESS TO INFORMATION [P]**

1. Upon request, the SEPF shall be provided with the following information within a reasonable time frame not to exceed ten (10) days:
  - a. a copy of all prepared information of a public nature. This includes annual financial reports, audits, budgets, preliminary and final fiscal frameworks, and statements of final determination;
  - b. not more often than twice per year, employee information, including a list of employees covered by this Agreement, showing their names, addresses, phone numbers, grid placement, allowances, seniority and school/district assignment; and
  - c. other information which the SEPF reasonably requires to fulfill its role as the exclusive representative of employees in the administration of this Collective Agreement. In case of a dispute regarding what other information is required by the SEPF, the matter may be referred to expedited arbitration for resolution.

2. The Board shall provide to the SEPF at the time of distribution:
  - a. notification of job postings;
  - b. Board reports on employees covered by this Collective Agreement regarding transfers, hirings, resignations, retirements, deaths; and
  - c. public agendas and minutes of all Board meetings and all attachments as are provided to the public.

#### **ARTICLE A.40 ACCESS TO WORKSITE/USE OF SCHOOL FACILITIES [L]**

1. Members and authorized representatives of the SEPF shall have access to and the authority to use District owned leased or rented physical assets during all reasonable hours for the conduct of SEPF business, subject to the following conditions:
  - a. prior authorization of the appropriate school or board administrator is obtained, which authorization shall not be unreasonably withheld;
  - b. use is without charge except for out-of-pocket expense, if any;
  - c. the educational program is not unduly interfered with.
2. The SEPF shall use staffrooms or other suitable meeting places when required for SEPF business with informal prior notice to the appropriate school or board administrator.

#### **ARTICLE A.41 STAFF ORIENTATION [P]**

1. The SEPF and Board recognize the value of providing teachers new to the school district an opportunity to become knowledgeable about District procedures and expectations. The responsibility for an orientation program rests with the Board. Attendance at orientation shall be voluntary.
2. The Board will, if requested, provide the SEPF with reasonable time to provide information related to the SEPF during an orientation program.

#### **ARTICLE A.42 COPIES DE LA CONVENTION COLLECTIVE (P)**

1. Le CSF mettra à la disposition de chaque membre du SEPF une copie électronique de la convention collective complète en français et en anglais. Cent (100) exemplaires bilingues imprimés seront remis au SEPF.
2. La version officielle pour les articles de juridiction provinciale sera la version anglaise et la version officielle pour les articles de juridiction locale sera la version française.

#### **ARTICLE A.43      BULLETIN BOARDS [L]**

The SEPF shall have the right to post notice of activities and SEPF concerns on a SEPF staffroom bulletin board in each school.

#### **ARTICLE A.44      INTRA-DISTRICT COMMUNICATION [L]**

1. The SEPF shall have access for the purpose of communication to bargaining unit members:
  - a. to employee mail boxes;
  - b. to a school facsimile machine;
  - c. to electronic network.
  - d. à la liste de diffusion de tous les membres du SEPF (pour le/la présidente du SEPF ainsi que tout autre membre du CE libéré).
2. This access is free of charge.
3. In the event that a mail service is established, the SEPF shall have full access to it. The Board shall not be held responsible for the loss of SEPF materials handled by its internal mail services.

#### **ARTICLE A.45      PICKET LINE PROTECTION [L]**

All employees covered by this Agreement:

1. who did not cross a picket line established in keeping with the requirements of provincial statute law shall be considered to be absent without pay. No disciplinary action other than a commensurate salary adjustment shall be taken by the Board.
2. shall not be directed by the Board to do work or carry out duties normally performed by Board employees locked out or engaged in a legal strike.

#### **ARTICLE A.46      AIDES PÉDAGOGIQUES [L]**

1. Tous les aides pédagogiques embauchés pour aider les enseignants à exercer leurs responsabilités et leurs fonctions seront sous la supervision d'un directeur ou directeur adjoint en matière d'emploi et sous la supervision immédiate des enseignants en matière d'enseignement.
2. Les aides pédagogiques n'assumeront pas la responsabilité directe de concevoir ou de fournir les programmes d'enseignement pour les élèves, mais pourront aider l'enseignant en :
  - a. donnant de l'aide aux élèves individuellement ou aux groupes d'élèves;
  - b. surveillant les élèves;
  - c. maintenant les dossiers des élèves;
  - d. donnant des conseils aux élèves.

3. Les aides pédagogiques n'assumeront aucune responsabilité d'instruction pendant que l'enseignant est absent de la salle de classe.
4. Les aides pédagogiques ne pourront pas remplacer:
  - a. des enseignants qualifiés;
  - b. des enseignants qui enseignent sur appel.
  - c. Lowering the pupil/teacher ratio or reducing class size, except as provided for in Article D.1.1 – D.1.5 (Class Size and Teacher Workload).

#### **ARTICLE A.47 AIDES PÉDAGOGIQUES SPÉCIALISÉS (L)**

1. Un aide pédagogique spécialisé recruté pour assister les élèves désignés dans l'exécution du PAP sera, en tant que membre du personnel, sous la responsabilité de la direction/direction adjointe d'école et sera encadré par l'enseignant (i.e. titulaire de la classe, de la classe ressource, orthopédagogue, enseignant sans charge de classe).
2. Les enseignants et les aides pédagogiques spécialisés respecteront les rôles et responsabilités tels que définis par le guide *Rôles et responsabilités des enseignants et des aides-enseignants* (parties 6.1/6.2/6.3/6.4)
3. Les aides pédagogiques spécialisés n'assumeront aucune responsabilité d'instruction pendant que l'enseignant est absent de la salle de classe.
4. Les aides pédagogiques spécialisés ne pourront pas :
  - a. remplacer des enseignants qualifiés;
  - b. remplacer des enseignants suppléants.

N.B. Le terme "aide pédagogique" de la référence "Rôles et responsabilités des enseignants et des aides-enseignants (parties 6.1/6.2/6.3/6.4)" est équivalent aux positions "aide pédagogique spécialisé" (APS) du CSF.



## **SECTION B**

## **SALARY AND ECONOMIC BENEFITS**

### **ARTICLE B.1 SALARY [PCA]**

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:**

**SALARY SCHEDULES**

**Effective July 1, 2019**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
1	\$ 50,375	\$ 54,246	\$ 58,326	\$ 59,650
2	\$ 52,915	\$ 57,182	\$ 61,556	\$ 62,874
3	\$ 55,453	\$ 60,120	\$ 64,785	\$ 66,097
4	\$ 57,992	\$ 63,056	\$ 68,016	\$ 69,321
5	\$ 60,531	\$ 65,992	\$ 71,245	\$ 72,544
6	\$ 63,070	\$ 68,930	\$ 74,475	\$ 75,770
7	\$ 65,609	\$ 71,866	\$ 77,705	\$ 78,994
8	\$ 68,148	\$ 74,804	\$ 80,935	\$ 82,217
9	\$ 70,687	\$ 77,740	\$ 84,164	\$ 85,441
10	\$ 75,058	\$ 83,097	\$ 89,578	\$ 91,073

*[Teachers at École Jack Cook are eligible for the Remote and Rural Allowance in accordance with Letter of Understanding No. 5]*

**Effective July 1, 2020**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
1	\$ 51,382	\$ 55,331	\$ 59,492	\$ 60,843
2	\$ 53,973	\$ 58,326	\$ 62,787	\$ 64,131
3	\$ 56,562	\$ 61,322	\$ 66,081	\$ 67,419
4	\$ 59,152	\$ 64,318	\$ 69,376	\$ 70,708
5	\$ 61,741	\$ 67,312	\$ 72,670	\$ 73,995
6	\$ 64,331	\$ 70,308	\$ 75,965	\$ 77,285
7	\$ 66,922	\$ 73,303	\$ 79,259	\$ 80,574
8	\$ 69,511	\$ 76,300	\$ 82,554	\$ 83,861
9	\$ 72,101	\$ 79,295	\$ 85,848	\$ 87,150
10	\$ 77,309	\$ 85,590	\$ 92,266	\$ 93,805

*[Teachers at École Jack Cook are eligible for the Remote and Rural Allowance in accordance with Letter of Understanding No. 5]*

**Effective July 1, 2021**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
1	\$ 52,410	\$ 56,437	\$ 60,682	\$ 62,059
2	\$ 55,052	\$ 59,492	\$ 64,043	\$ 65,414
3	\$ 57,694	\$ 62,549	\$ 67,403	\$ 68,767
4	\$ 60,335	\$ 65,604	\$ 70,763	\$ 72,122
5	\$ 62,976	\$ 68,658	\$ 74,123	\$ 75,475
6	\$ 65,618	\$ 71,714	\$ 77,484	\$ 78,831
7	\$ 68,260	\$ 74,770	\$ 80,844	\$ 82,185
8	\$ 70,901	\$ 77,826	\$ 84,205	\$ 85,539
9	\$ 73,543	\$ 80,881	\$ 87,565	\$ 88,893
10	\$ 78,856	\$ 87,302	\$ 94,111	\$ 95,681

*[Teachers at École Jack Cook are eligible for the Remote and Rural Allowance in accordance with Letter of Understanding No. 5]*

## **ARTICLE B.2        TTOC PAY AND BENEFITS [PCA]**

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:**

#### **Experience Recognition**

- 7.1 A teacher teaching on call (TTOC) shall be granted one (1) step on the increment scale on the salary grid for every one hundred and ninety (190) days taught in the district. Effective September 19, 2014, Teachers Teaching on Call shall accrue experience credit and increments in accordance with Article C.4 Teacher Teaching on Call Employment.

#### **Call Out**

- 7.2 TTOC shall be paid on the basis of the portions of the school's instructional day which take place before and after the designated lunch break. When the duties of the teacher being replaced, inclusive of preparation time, are less than the portion the day for which the TTOC is being paid the Board may assign additional appropriate educational duties to the TTOC.

#### **Continuous Assignment**

- 7.3 A teacher teaching on call's assignment shall not be considered to have been broken by:
  - a. a non-instructional day;
  - b. a strike or lockout;

- c. the regular teacher returning for one (1) day;
- d. absence for one (1) day due to illness; or
- e. a Board-initiated school closure.

### **Non-Instructional Days**

- 7.4 A teacher teaching on call shall be paid for a non-instructional day when it occurs in the first five days of the assignment and the teacher is requested by the principal/vice principal to attend or when the non-instructional day occurs on the sixth or subsequent day in the assignment and the teacher teaching on call attends.

### **Pay Periods**

- 7.5 The Board shall, not later than eight (8) days after each pay period, pay by electronic deposit to each teacher teaching on call all wages earned for the pay period provided the necessary time sheets are received by the payroll department no later than 10:00 a.m. Monday, following the last day of the pay period. Late time sheets will result in pay being deposited on the next available pay date.

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

Not applicable in School District No. 93.

## **ARTICLE B.4 EI REBATE [PCA]**

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 [PCA]**

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 [PCA]**

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 [PCA]**

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.

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

*[Article B.8 – Optional Twelve-month Pay Plan does not apply in School District No. 93 (CSF) - For Local Provisions see Article B.9.5 through B.9.9]*

## **ARTICLE B.9        PAY PERIODS [PCA]**

*[Article B.9.1 to B.9.3 – Pay Periods – does not apply in School District No. 93 (CSF) - For Local Provisions see Article B.9.4]*

### **Local Provisions:**

4. Teachers shall be paid their annual salary in installments by electronic deposits in the middle and at the end of each month, September through June inclusive. Where the middle or end of the month falls on a Saturday, Sunday or statutory holiday, the payment shall be made on the preceding weekday.
5. The Board will provide teachers the option of participating in a Payroll Savings Plan, provided there are no costs to the Board. To be eligible for the Payroll Savings Plan teachers shall:
  - a. Be on a continuing contract or a temporary contract of no less than ten months;
  - b. Notify the Board through its payroll department, in writing, no later than June 30th, that they wish to participate in the plan for the following school year starting in September;
6. Those teachers electing to participate in the Payroll Savings Plan shall receive their annual salary as follows:
  - a. For September – June:
    - i. Middle and end of each month (pay period) net pay includes a deduction for the Payroll Savings Plan set at 16.67% of net salary;
    - i. Deduction of 16.67% of net pay period salary will be paid into the Payroll Savings Plan;
    - ii. Interest is calculated on the monies in the Payroll Savings Plan as follows: average monthly interest rate that the Payroll Savings account earns multiplied by the average monthly balance in the Plan.



b. For July and August:

- i. Interest to June 30th is calculated on the Plan and added to the individual employee's accumulation in the Payroll Savings Plan, minus any administration costs incurred by the Board.

Administration costs may include but are not restricted to : payroll and technical employees salaries and benefits, banking institution fees and any fees and costs related to payroll software improvements or modifications directly related to the implementation of the Payroll Savings Plan ;

- ii. The amount calculated under 3 (b) (i) is divided by four (4) and transferred into the employee's bank account at the middle and the end of each month. Where the middle or end of the month falls on a Saturday, Sunday or statutory holiday, the payment shall be made on the preceding weekday.

7. Teachers electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions unless they have resigned from the District, have been granted a leave for the remainder of the school year or have been terminated for cause.
8. To stop participating in the Payroll Savings Plan, teachers shall notify the Board, through its payroll department, in writing, no later than June 30th, that they no longer wish to participate in the plan for the following school year;
9. The Board will make new employees aware of the Payroll Savings Plan option when they are hired.

## **ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE [PCA]**

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

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

*[Note: Article B.10.4 and B.10.5 – do not apply in School District No. 93 (CSF)]*

*[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 [PCA]**

1. The employer will provide the 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 coordination of benefits.

### **Local Provisions:**

#### **General**

5.
  - a. The Board shall provide to each teacher with an assignment or accumulated assignment of at least 0.4 FTE information on available benefits and an application or enrolment form for participation in the medical, dental, extended health, and group life insurance. All employees, including TTOCs, are required to contribute in the Teachers' Pension Plan.
  - b. Participation in the Dental, Extended Health and Life Insurance Plans is a condition of employment for all teachers except those who produce evidence of other coverage.
  - c. Benefit coverage shall be extended to the end of the next teaching month for which premiums are deducted.
  - d. The Board shall provide the SEPF with a copy of the terms of all employee benefit plans and annually shall provide current actuarial/financial statements for all benefit plans.

- e. The Board shall give the SEPF advance notice of any intention to alter or amend the terms of any plan or to change the carrier of any plan with an explanation for the reason that the alteration, amendment or change is being considered.

### **Medical Services Plan**

6. The Board shall pay eighty percent (80%) of the premium cost of the Medical Services Plan.

### **Extended Health Benefit Plan**

7. The Board shall pay eighty percent (80%) of the premium cost of the Extended Health Benefit Plan.

### **Dental Plan**

8. The Board shall pay eighty percent (80%) of the premium cost of the Dental Plan. The following coverage shall be provided:

Plan A: Basic dental services including diagnostic, prevention, surgical, restorative, prosthetic, endodontic and periodontic services

100% coverage

Plan B: Prosthetic appliances, osseous surgery, crowns and bridge procedures.

60% coverage

Plan C: Orthodontics

60% coverage with a lifetime limit of \$2,500. Effective July 1, 2015, orthodontics coverage and lifetime limit are per the provincial minimums.

### **Group Life Insurance**

9. The Board shall pay eighty percent (80%) of the premium cost of the BCTF/BCSTA Group Life Insurance Plan "B" for participating employees.

### **BCTF Voluntary Group Life Insurance**

10. The Board shall administer the present BCTF Voluntary Term Life Insurance Plan, Dependant Term Life Insurance, and Accidental Death and Dismemberment Insurance and deduct the monthly premium from those employees participating in the plan, at no additional cost or risk to the Board.

## **Employee and Family Assistance Program**

11. a. The Board and the SEPF support, in principle, an Employee and Family Assistance Program.
- b. The Program shall be administered by a Joint Committee composed of equal representation from the Board and the SEPF.
- c. Participation in the Program shall be confidential and shall be self-referral only.
- d. Le CSF et le SEPF paieront les frais de ce programme. Le CSF paiera quatre-vingt pour cent (80 %) des coûts et le SEPF en paiera vingt pour cent (20 %).

## **Pension Plan**

12. Le CSF informera tous les enseignants, y compris les enseignants suppléants certifiés que la contribution au régime de retraite *Teachers' Pension Plan* est une condition préalable à l'embauche. Le CSF s'assurera de déduire les cotisations requises et de les payer à la Commission des pensions de retraite (*Teachers' Pension Plan*).

## **Continuation of Benefits**

13. The following terms shall apply to the continuation of benefits for a teacher on leave of absence:
  - a. The Board shall continue to pay its share of the premiums during each of the following:
    - i. sick leave;
    - ii. pregnancy leave;
    - iii. Workers' Compensation leave for a period of one (1) year;
    - iv. while in receipt of BCTF Salary Indemnity Plan (Short Term) benefits; and
    - v. the first three (3) months of layoff subject to recall.
  - b. The teacher may choose to maintain insured benefit coverage during the following leaves by paying both the teacher's and the Board's share of the benefit premiums:
    - i. educational leave;
    - ii. layoff subject to recall after the first three (3) months;
    - iii. Workers' Compensation leave while accessing sick leave credits;
    - iv. child care leave;
    - v. other approved leave; and
    - vi. deferred salary plan.

## **ARTICLE B.12      CATEGORY 5+ [PCA]**

### **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 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 B.12.1 and 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 B.12.1 and 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.

[NOTE: Articles B.14-B.29 reserved for future provincial negotiations]

**ARTICLE B.30      PLACEMENT ON SCALE [P]**

1.      Employees shall be placed on the schedule in Article B. 1(Salary), according to their qualifications (Article B.31) and experience (Article B.32), except where specifically provided for elsewhere in this Agreement.
2.      At the time of appointment the Board shall advise the employee, in writing, of the documentation required to establish initial scale placement.
3.      The Board shall notify the employee, in writing, of the initial category and experience placement that has been assigned.
4.      Upon receipt of documentation which establishes a salary category different from that in which the teacher was initially placed, a salary adjustment shall be effective retroactive to the time of initial placement.
  - i.      When a candidate is hired for any job in the district and that candidate has not yet supplied the Employer with their category rating as determined by the Teachers’ Qualification Service (“TQS”), then the Employer will supply a package of materials to such successful candidates setting out the documents required and the process for obtaining them. The package will include a TQS application form;
  - ii.      If, for any reason relating to the employee’s lack of diligence the employee fails to apply for their TQS rating, then the employer shall only be responsible for the difference between the initial placement on scale and the documented TQS rating for a period of six months prior to the date of the employee’s application to TQS. If the employee can demonstrate that they have made all reasonable effort to obtain the documents required for a TQS application and that any delay is not the fault of the employee, then the employer shall be responsible for the difference as cited above from the date the employee began making attempts to obtain the relevant documentation.

## **ARTICLE B.31 PLACEMENT ON SCALE BY CERTIFICATION [P]**

Placement on the salary grid shall be determined in accordance with teaching experience and with the category assigned by the Teacher Qualification Service (TQS), unless otherwise provided for in this Agreement.

## **ARTICLE B.32 TEACHING EXPERIENCE CREDIT [P]**

1. Recognition of previous teaching experience shall be dependent upon the teacher producing documentary evidence substantiating that experience and shall be based upon the following:
  - a. The Board is to assess teachers' previous experience for salary purposes. All experience is to be verified in writing.
  - b. Full credit will be allowed upon initial appointment for teaching experience in:
    - i. all government inspected public schools in Canada, the Commonwealth, the United States of America, and any other country in which the experience is deemed by the Board to be the equivalent of that of a teacher in a British Columbia public school;
    - ii. Department of National Defence schools and other federally funded schools;
    - iii. other teaching service provided that the experience is deemed by the Board to be equivalent to that of a teacher in the British Columbia public school system.
  - c. Each ten (10) months of experience is equivalent to one (1) school year. At the time of assessment any balance of eight (8) months will be recognized as one (1) year for experience credit.
  - d. Periods of part-time teaching and short-term appointments may be added together for accumulation of years of experience credit.
  - e. Teaching days on call shall accumulate for experience credit with nineteen (19) days equaling one (1) month of experience and one hundred and ninety (190) days equaling one year of experience.

Effective September 19, 2014, Teachers Teaching on Call shall accrue experience credit and increments in accordance with Article C.4 Teacher Teaching on Call Employment.

- f. Teachers with journey person qualifications in their areas of instruction may, on appointment be allowed one (1) years increment for each two (2) years of experience, up to a maximum of four (4) extra increments, providing they do not exceed the maximum of their certificate categories.
2. Experience credit shall be earned for:
- a. secondment to the SEPF, the British Columbia Teachers' Federation, or the Canadian Teachers' Federation.
  - b. secondment to the Ministry of Education.
  - c. secondment to a recognized university or college.
  - d. secondment to the College of Teachers.
  - e. service with Canadian Universities Service Overseas or the Canadian International Development Agency while on approved leave of absence from the district.
  - f. absence while on a paid leave of absence under Article C.31 (Dismissal and Discipline for Misconduct: Just and Reasonable Cause: Due Process)
  - g. absence while on approved educational leave.
  - h. absence while on sick leave under Article G.30 (Sick Leave)
  - i. absence while on Workers' Compensation Board leave under Article G.41
  - j. absence while on short-term maternity leave under Article G.31 and parental leave under Article G.32.

### **ARTICLE B.33 RECLASSIFICATION OF CERTIFICATION [P]**

Reclassification of a teacher and any salary increase resulting therefrom, will be effected upon written receipt of confirmation of Teacher Qualification Service category. The salary change shall correspond with the effective date of the Teacher Qualification Service classification. In the case of Article B.31 (Placement on Scale By Certification) and B.32 (Teaching Experience Credit) the teacher shall produce documentary evidence to the Board.

### **ARTICLE B.34 INCREMENT ENTITLEMENT [P]**

- 1. Increment entitlement while appointed to this district shall be in accordance with the following criteria:



- a. increments according to the salary schedule shall be paid commencing September 1st or January 1st in each year, depending on the teacher's initial appointment date.
- b. increments shall be granted for secondments and leaves specified in Article B.32.2.
- c. part-time teachers qualify for experience credit proportionate to the time they are employed.

#### **ARTICLE B.35 NO REDUCTION IN SALARY [P]**

- 1. No employee covered by this Agreement shall suffer a reduction in salary as a result of implementation of this Agreement.
- 2. Salary is understood to mean basic pay, based on qualifications and experience, which is usually expressed as certification, and is determined by the employee's placement on the grid, Article B.1 (Salary) in this Agreement. Allowances are not included in the term "salary".

#### **ARTICLE B.36 PART-TIME TEACHERS [P]**

- 1. The terms and conditions including sick leave of part-time teachers shall be adjusted on a pro rata basis to reflect the percentage difference between part-time and equivalent full-time teachers.
- 2. Part-time teachers shall be eligible to participate in all benefit plans in accordance with Article B.11.

#### **ARTICLE B.37 PAYMENT FOR WORK BEYOND SCHOOL YEAR [P]**

- 1. Except where otherwise stated in this Agreement, any work requested by the Board and voluntarily performed by teachers beyond the teacher's work year as set out in the School Calendar shall be paid at the rate of 1/200 of annual salary per diem. By mutual agreement of the teacher and the Board, compensatory time in lieu of salary may be arranged as long as a teacher teaching on call is provided when necessary.
- 2. This provision does not prevent the Board from engaging in special projects that are outside the scope of this Article and to offer teachers a fixed sum contract for the performance of the special contract. Any fixed sum contract is subject to the approval of the SEPF and the approval of the SEPF will not be unreasonably withheld.

#### **ARTICLE B.38      PART-MONTH PAYMENT AND DEDUCTIONS [P]**

1. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the employee.
2. An employee shall be paid 1/10 of current annual salary in respect of each month in which the employee works all prescribed school days in that month.
3. For purposes of the above clause, any prescribed day on which the employee is on authorized leave of absence or sick leave 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 an employee commences work on a day other than the first prescribed school day in that month, or terminates on a day other than the last prescribed school day in that month, the formula for payment shall be the full regular monthly salary, less 1/20 of the salary for each day not taught. In the event that this formula results in a product equal to zero, the employee shall be paid 1/20 of the full regular monthly salary for each day taught.

#### **ARTICLE B.39      TEACHER-IN-CHARGE [P]**

1. A Teacher-in-Charge vacancy shall be posted internally within the school.
2. In each school the Board shall fill the Teacher-in-Charge vacancy from among the applicants who responded to the internal posting.
3. In the event that any or all administrators assigned to the school are absent from the school, the Teacher-In-Charge may be assigned for periods not exceeding five days at any one time.
4. The Teacher-in-Charge shall not be responsible for the ongoing administrative or managerial duties, and specifically shall not have such responsibilities in relation to other teachers or parents.
5. The Teacher-in-Charge shall ensure that routine supervision necessary for the safety of students and security of the school is maintained and shall handle emergency matters with assistance from district supervisory staff.
6. The teacher shall be covered by the terms and conditions of this Agreement while designated as a Teacher-in-Charge.
7. A teacher who is designated as a Teacher-in-Charge shall be provided with any necessary teacher-on-call coverage as determined by the principal/vice principal and the teacher.

## **ARTICLE B.40      POSITIONS OF SPECIAL RESPONSIBILITY [P]**

### **1.      Job Descriptions**

New or changed job descriptions for positions of special responsibility shall be developed by the Board in extensive consultation with the SEPF. When such a position is created or changed, the allowance shall be subject to negotiations between the Board and the SEPF.

### **2.      New Positions**

New positions of special responsibility will be created only after consultation between the Board and the SEPF.

### **3.      Elimination of Positions of Special Responsibility**

Positions of special responsibility shall not be eliminated or changed without consultation between the Board and the SEPF. Such consultation will be completed by May 10. Incumbents who may be affected will be notified by May 15.

### **4.      Appointments to Positions of Special Responsibility**

#### **a.      School-Based Positions**

School-based positions of special responsibility, such as Teacher-in-Charge, Head Teachers and Department Heads, will be posted in the school by May 30 and selection from the school staff will be made no later than June 15.

#### **b.      District-Based Positions**

District-based positions of special responsibility will be posted and filled pursuant to Article E.30 and E.31.

### **5.      Head Teacher**

a.      Head Teacher may be appointed to any facility that is considered separate from the main school facilities or in any facility under the supervision of a school administrator or a regional administrator.

b.      The Head teacher is directly responsible to the school administrator or to the Regional administrator for:

i.      assisting the principal/vice principal to ensure the provision of adequate materials and supplies, the effective use of the facilities, and the safety of students;

ii.     maintaining effective contact with parents and the general public;

- iii. maintaining such records and forms as are required by the principal/vice principal of the Conseil Scolaire Francophone including, but not limited to, pupil registration and attendance records and presence records;
  - iv. dealing with emergencies which may arise.
- c. The Head Teacher shall not be responsible for supervisory or evaluative duties with respect to other teachers.

## 6. Indemnités

- a. En plus de leur salaire annuel de base, les enseignants occupant des postes à responsabilités spéciales recevront une indemnité annuelle de:
- i. Les enseignants en chef de l'élémentaire recevront une indemnité annuelle basée sur le nombre d'élèves qu'ils supervisent dans le programme francophone et fixée comme suit :

Date	01 – 50 élèves	51 - 100 élèves	101+ élèves
1 <sup>er</sup> juillet 2019	1 924,52 \$	3 207,53 \$	4 489,42 \$
1 <sup>er</sup> juillet 2020	1 963,01 \$	3 271,68 \$	4 579,21 \$
1 <sup>er</sup> juillet 2021	2 002,27 \$	3 337,12 \$	4 671,79 \$

- ii. Enseignants en chef au secondaire

Date	B.40.6.ii
1 <sup>er</sup> juillet 2019	4 688,36 \$
1 <sup>er</sup> juillet 2020	4 782,13 \$
1 <sup>er</sup> juillet 2021	4 877,77 \$

- iii. Conseiller pédagogique

Date	B.40.6.iii
1 <sup>er</sup> juillet 2019	4 688,36 \$
1 <sup>er</sup> juillet 2020	4 782,13 \$
1 <sup>er</sup> juillet 2021	4 877,77 \$

- iv. Conseiller pédagogique en adaptation scolaire

Date	B.40.6.iv
1 <sup>er</sup> juillet 2019	4 688,36 \$
1 <sup>er</sup> juillet 2020	4 782,13 \$
1 <sup>er</sup> juillet 2021	4 877,77 \$

- v. Conseiller ressource en milieu scolaire

Date	B.40.6.v
1 <sup>er</sup> juillet 2019	4 688,36 \$
1 <sup>er</sup> juillet 2020	4 782,13 \$
1 <sup>er</sup> juillet 2021	4 877,77 \$

- vi. Orthophoniste

Date	B.40.6.vi
1 <sup>er</sup> juillet 2019	4 688,36 \$
1 <sup>er</sup> juillet 2020	4 782,13 \$
1 <sup>er</sup> juillet 2021	4 877,77 \$

#### **ARTICLE B.41 FIRST AID [P]**

1. The Board shall pay the applicable course fees and materials for a first aid certificate or its renewal, subject to:
  - a. prior approval of the superintendent to enroll, and
  - b. proof of successful completion of the course.
2. The Board shall pay the following amount per year to each SEPF member who has been designated by the Board as an Industrial First Aid Attendant:

Date	Industrial First Aid Attendant
1 <sup>er</sup> juillet 2019	986,51 \$
1 <sup>er</sup> juillet 2020	1 026,24 \$
1 <sup>er</sup> juillet 2021	1 026,37 \$

#### **ARTICLE B.42 DEATH BENEFITS [P]**

1. In the event of the death of an employee who, at the time of death has been employed by the Board continuously for six (6) months, the Board shall pay one (1) month's salary to the widow or widower of the deceased, or to the estate if there is no widow or widower. This payment is in addition to any amount earned by the deceased up to the date on which the deceased was last employed by the Board. The death benefit shall be paid within one (1) month of the death.

2. The Board shall continue to provide the medical, extended health, dental benefits and EAP to the dependants of the deceased employee for a period of six (6) months after the death of the employee. Such continuation shall be paid in full by the Board. The dependants shall be notified in writing of the terms of this provision when severance and other benefits are paid.

#### **ARTICLE B.43 COLLEGE OF TEACHERS' DUES DEDUCTION [P]**

1. The Board agrees to deduct annually from the salary of all employees covered by this Agreement and required by relevant legislation to be members of the College of Teachers, an amount equal to the annual membership fee of the College of Teachers, and shall remit the same to the College. Such deduction shall normally be made from the April month-end salary payment.
2. Notwithstanding the preceding, the Board has no financial responsibility for the College of Teachers' fee of an employee, unless the Board owes the employee sufficient unpaid wages to pay the fee assigned by the College.
3. Where an employee can furnish proof of independent payment of the College fee for the current year, the deduction shall be waived or, if applicable, refunded to the employee by the Board.

#### **ARTICLE B.44 LETTERS OF PERMISSION [P]**

1. The Board shall inform the SEPF of its intention to apply for a Letter of Permission prior to the application being made.
2. The Board shall copy the SEPF on all correspondence with the B.C. College of Teachers pertaining to its application for the Letter of Permission at the time of application.

## **SECTION C                      EMPLOYMENT RIGHTS**

### **ARTICLE C.1                      RESIGNATION [PCA]**

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 [PCA]**

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
  - a. Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.  
  
[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
  - b. Seniority Verification Process
    - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
    - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher-Teaching-on-Call (TTOC)
  - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
  - b. For the purpose of calculating seniority credit:
    - i. Service as a TTOC shall be credited :
      1. one half (1/2) day for up to one half (1/2) day worked;
      2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.

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

## **Local Provisions:**

### **7. Definition of Seniority**

- 7.1 Seniority is accumulated by employees with continuing appointments under the terms of this Agreement. Seniority means a teacher's aggregate length of service in the employ of the Board, inclusive of part-time and temporary appointments. Service on part-time appointments shall be prorated. Seniority includes any service with a preceding employer which is recognized by agreement between the parties to this Agreement.

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

- i. Teacher Teaching on Call (TTOC) 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.
- 7.2 Unless otherwise specified in this Agreement, for the purposes of defining and determining seniority, leaves of absence in excess of one (1) month shall not count toward aggregate length of service with the Board, except for the following:
- i. Sick leave;
  - ii. Pregnancy leave;
  - iii. Parental leave;
  - iv. Educational improvement leave;
  - v. Jury duty leave;
  - vi. University or College secondment;



- vii. Teacher exchange leave;
- viii. Teacher Regulation Branch secondment;
- ix. Ministry of Education secondment;
- x. SEPF, BCTF, CTF/FCE or Teacher Regulation Branch business leave;
- xi. BCTF or CTF/FCE secondment;
- xii. Workers' Compensation benefits leave;
- xiii. Elected public office leave; and
- xiv. Compassionate Care Leave pursuant to G.2.

7.3 Continuity of service shall be deemed not to have been broken by resignation for purposes of child-rearing followed by re-engagement within a period of five (5) years, or by layoff and recall pursuant to this Agreement.

7.4 Nothing in this Agreement shall be construed to entitle a teacher to accumulate more than one (1) day's seniority credit in any calendar day or to accumulate more than one (1) year's seniority credit (ten (10) teaching months) in any school year.

## **8. Seniority Tie-Breakers**

- a. When the seniority of two (2) or more teachers pursuant to paragraph 2 is equal, the teacher with the longest present continuous employment with the employer shall have the greatest seniority.
- b. When the seniority of two (2) or more teachers is equal pursuant to paragraph (a), the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes shall be deemed to have the greatest seniority.
- c. When the seniority of two (2) or more teachers is equal pursuant to paragraph (b), the teacher with the earliest application for employment with the Board for the teacher's most recent employment with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more teachers is equal pursuant to paragraph (c), the teacher who is deemed to have the greatest seniority shall be determined by lot.

## **9. Seniority List**

9.1 The Board shall, by October 15 and April 15 of each year forward to the SEPF a list of all teachers employed by the Board and all teachers subject to recall in order of seniority setting out each teacher's length of service as of September 1 and March 30, respectively. In addition, such list shall identify the zone in which the teacher is employed. The current list shall be available upon request of the SEPF at any time.

9.2 The SEPF shall endeavour, on or before November 15 and May 15, to bring to the attention of the Superintendent any errors in the seniority list.

### **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 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.

[NOTE: Articles C.5-C.29 reserved for future provincial negotiations]

### **ARTICLE C.30        EMPLOYMENT CONTRACTS [P]**

1.     All teachers shall be appointed on a continuing contract of employment, except for
  - a.     temporary appointments made in accordance with this Agreement; and
  - b.     teachers on call.
2.     The Board may issue temporary contracts for a period of time not exceeding one (1) year:
  - a.     to fill a vacancy that arises during a school year;
  - b.     to fill a position that is temporarily vacant;
  - c.     and to fill a position that is temporarily existing.
3.     The Board agrees to provide the SEPF no later than October 15th in any school year a list of teachers hired on temporary contract for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
4.     At no time shall the number of FTE teachers appointed on temporary contracts exceed the total number of FTE teachers employed under 2(a), (b) and (c).
5.     Employees who are on temporary appointments and who have accumulated one (1.0) year aggregate service under temporary contract in the district in the past four (4) years shall be

converted to a continuing contract. For this purpose only, one (1.0) year of aggregate service is regarded as 190 days or ten (10) months.

6. A teacher teaching on call who has been employed for forty (40) continuous full-time or part-time days in the same assignment shall receive a temporary appointment effective on day forty-one (41).

#### **ARTICLE C.31      DISMISSAL AND DISCIPLINE FOR MISCONDUCT: JUST AND REASONABLE CAUSE: DUE PROCESS [P]**

1. The Board shall not discipline or dismiss any person bound by this Agreement save and except for just and reasonable cause.
2. Where an employee is under investigation by the Board for any cause, the employee and the SEPF shall be advised in writing of that fact and of the particulars of any allegations immediately, unless substantial grounds exist for concluding that such notification would prejudice the investigation, and, in any event, shall be notified of those matters at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of the right to be accompanied by a representative of the SEPF at any meeting in connection with such investigation.
3. The Board shall not discipline (other than a suspension to which Section 15(5) of the *School Act* reasonably applies) or dismiss any person bound by this Agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, unless the SEPF waives the right to such meeting, in respect of which:
  - a. the employee and the SEPF shall be given seventy two (72) hours' notice;
  - b. at the same time such notice is given, the employee and the SEPF shall be given a full and complete statement, in writing, of the grounds for the contemplated action and all documents that will be considered at the meeting;
  - c. the SEPF, on behalf of the employee, may file a written reply to the allegations prior to the meeting;
  - d. at such a meeting the employee shall be accompanied by up to three (3) representative(s) appointed by the SEPF, and they shall be entitled to hear all of the information presented to the Board, to receive copies of all documents placed before the Board, to call witnesses, to ask questions, and to make submissions to the Board;
  - e. the decision of the Board shall be rendered and communicated within ten (10) school days, in writing, to the employee and the SEPF and shall contain a full and complete statement of the grounds for the decision.

4. Where a suspension of an employee is contemplated under Section 15(4) or 15(5), the Board shall notify the SEPF immediately and discuss the matter with the president of the SEPF before any action is taken. The parties will ensure the discussion will not unduly delay the Board's ability to proceed.
5. Where an employee is suspended under Section 15(4) or 15(5), the Board shall, prior to taking further action under Section 15(7), hold a meeting in accordance with part 3. of this Article, unless the right to such meeting is waived by the SEPF.
6.
  - a. Where an employee has been suspended under Section 15(4), payment of salary and benefits may be continued, at the discretion of the Board, until the charge has been upheld by a court or an arbitration board has ruled on the suspension.
  - b. Where an employee has been suspended under Section 15(5), the suspension shall be with full pay and benefits until a Board hearing has been held in accordance with Section 15(7).
7. Where an employee is suspended under Section 15(4) of the *School Act* and is subsequently not convicted of the charge, the suspension shall be rescinded and the employee shall be returned to the same or a comparable assignment, with full retroactive pay and benefits. This clause does not apply where the employee is subject to disciplinary action by the Board arising from the same incident.
8. The Board and the SEPF shall not independently release to the media or the public information in respect of the suspension or dismissal of a teacher except when the reasons for the suspension or dismissal of the teacher have been upheld by an arbitration hearing or by a court. During the interim period, while a decision is being made by an arbitration board or court, the Board and the SEPF shall confer and reach agreement before any press release or public statement is made.
9. Where an employee has been dismissed, the SEPF shall have the option of referring a grievance regarding the dismissal directly to arbitration as provided for in Article A.6 (Grievance Procedure).
10. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.36 (Personnel Files) may be presented.

## **ARTICLE C.32      DISMISSAL BASED ON PERFORMANCE [P]**

1. The Board shall not dismiss a teacher on the basis of less than satisfactory performance of teaching duties except where the Board has received at least three (3) consecutive reports pursuant to the article on evaluation of teaching of this Agreement indicating that the learning situation in the class or classes of the teacher is less than satisfactory.

2. The reports referred to in paragraph 1 of this article shall have been prepared in accordance with the process established in the article on the evaluation of teaching of this Agreement, and in accordance with the following conditions:
  - a. the reports shall have been issued in a period of not less than 12, nor more than 24 months, such period not to include the time during which the employee is participating in an agreed upon plan of assistance pursuant to the article on evaluation of teaching or the leave granted in paragraph 3 (b) of this Article or is absent due to illness.
  - b. at least one (1) of the reports shall be a report of the Superintendent of Schools or an Assistant Superintendent of Schools.
  - c. the other two (2) reports shall include only reports of a:
    - i. Superintendent of Schools or an Assistant Superintendent of Schools;
    - ii. Director of Instruction; or
    - iii. principal/vice principal.
  - d. the reports shall be written by three (3) different evaluators.
  - e. the reports shall be written independently of each other, shall be based solely on the evaluator's own observations, and the report writers shall not collaborate with regard to the results.
3. Where a teacher receives a first or second less than satisfactory report, as per paragraph 2 of this Article the teacher may:
  - a. request a transfer, in which case the Board shall make all reasonable efforts to arrange the transfer of the teacher to a mutually agreeable assignment or school;
  - b. request, and be granted, an unpaid leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation shall be undertaken not less than forty (40) school days nor more than one hundred and twenty (120) school days after the teacher has returned to duties.
4. Where a teacher has received two (2) less than satisfactory reports, the evaluator who will conduct the third evaluation shall be selected by seeking mutual agreement between the Board and the SEPF. In the event that there is no agreement on selection of an evaluator within twenty (20) school days, the Superintendent shall appoint the evaluator.
5. Where the Board intends to dismiss a teacher on grounds of less than satisfactory performance of duties, it shall, no later than thirty (30) days prior to the planned date of dismissal, notify the teacher and the SEPF of such intention and provide an opportunity for the teacher and representative(s) of the SEPF to meet with the Superintendent and the Board within fourteen (14) days of such notice.

6. Where, subsequent to such meeting, the Board decides to dismiss a teacher pursuant to this Article, it shall issue notice of dismissal, setting out the grounds for the decision, at least one (1) month prior to the date of dismissal, or, in lieu of the notice of one (1) month, pay the teacher one (1) month's salary.

### **ARTICLE C.33      PART-TIME EMPLOYEES' EMPLOYMENT RIGHTS [P]**

1. An employee with a continuing full-time appointment to the staff of the District may, without prejudice to that appointment, request a part-time assignment, specifying the fraction of time requested, and the length of time for which the part-time assignment is requested. The Board shall make every reasonable attempt to grant the request.
2. When the request under part 1 of this Article is granted by the Board, the employee shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment. The employee may return to a full-time assignment at an earlier date or may extend the period and/or the percentage of part-time employment by agreement with the Board, if reasonable notice of the request for earlier or later return has been given.
3. Two full-time employees of the Board may jointly request, before March 31, a specified job-sharing assignment in respect of a single full-time position for the subsequent school year. The request shall not be unreasonably denied. All provisions of this Agreement regarding part-time employees shall be in effect. This provision will apply for the term of this Collective Agreement.
4. When the request under part 2 of this Article is granted by the Board, the employees shall be on leave of absence status in respect of the balance of the full-time appointment and shall be entitled to return to a similar full-time assignment at the expiration of the period of time for which the Board has made the part-time assignment.

### **ARTICLE C.34      TEACHERS TEACHING ON CALL HIRING PRACTICES [P]**

1. In appointing teachers teaching on call, the Board shall, pursuant to Section 19 of the *School Act*, select a person on the list qualified for the assignment who possesses a valid B.C. teaching certificate.
2. The Board shall maintain a list of teachers who are qualified and who have been placed on the list of teachers teaching on call for the school year. The Board shall forward a copy of the list each month to the SEPF.
3. The Board shall not remove a teacher from the list save for just and reasonable cause.
4. When for any reason a teacher is absent from a school, the Board shall employ a teacher teaching on call to replace that teacher. The teacher teaching on call shall normally be required to assume only the duties of the teacher being replaced.

5. Every effort will be made to place teachers teaching on call according to the request of the teacher who is absent. Following this, teachers teaching on call shall be assigned on a rotational basis.
6. The Board may appoint persons not on the list to a teacher teaching on call assignment only in the event that no teacher on the list possesses the necessary qualifications for the assignment.
7. The teacher teaching on call shall be informed of the duties required at the time of the call out.
8. If the teacher is informed at the time of call out and agrees to an assignment, the teacher teaching on call may replace more than one teacher on a rotational basis.
9. If a teacher teaching on call has accepted an assignment outside the teacher's area of training and experience and the assignment is lengthened or becomes difficult, the teacher teaching on call may withdraw from the assignment without prejudice to any further assignments.

## **ARTICLE C.35 LAYOFF, RECALL AND SEVERANCE PAY [P]**

### **Principle of Security**

1. The parties agree that increased length of service in the employment of the Board entitles teachers to a commensurate increase in security of employment.

### **Necessary Qualifications**

2. Dans la présente Convention collective, les termes « qualifications nécessaires » au sujet d'un poste veulent dire une attente raisonnable que l'enseignant pourra exécuter les tâches du poste d'une manière satisfaisante, après une période raisonnable d'adaptation, qui peut avoir lieu avant et/ou après le commencement de la nomination. Cette attente est basée sur le diplôme d'enseignement, la formation, l'éducation, la compétence, le perfectionnement professionnel et l'expérience générale de l'enseignant. En ce qui concerne les qualifications de compétence en français requises pour un poste, les termes « qualifications nécessaires » veulent dire une maîtrise générale, courante et démontrable du français écrit et parlé.
3. In determining whether a teacher has the necessary qualifications for a position, the availability of education courses or other relevant retraining opportunities which the teacher is willing and able to complete shall be taken into consideration.
4. In the event of a dispute as to whether or not a teacher has the necessary qualifications for a position, the issue may be referred by the SEPF immediately to Step 2 of the grievance procedure.

## **Layoff**

5. When the Board determines it is necessary to reduce the total number of teachers employed on a continuing appointment, the teachers who are to be retained on the teaching staff shall be those who have the greatest seniority in each zone provided they possess the necessary qualifications for the positions available. For purposes of this Article C.35.5, zone shall mean one of the eleven zones identified in Article C.35.9.
6. When the Board finds it necessary to lay off a teacher, such layoff shall be in accordance with this Agreement and may be effective at the end of the school term in which the written notice of layoff is given.
7. In the selection of teachers for layoff, a teacher with the necessary qualifications shall be entitled to be retained to a position held by a teacher with less seniority in the zone. For purposes of Article C.35.7, zone shall mean one of the eleven zones identified in Article C.35.9.
8. Each teacher intended to be laid off must be given notice in writing a minimum of sixty (60) calendar days prior to the end of the school term. The notice shall state the reason for the layoff and include a list of teaching positions in the zone and district, if any, in respect of which the Board proposes to retain in its employ a teacher with less seniority. The Board shall concurrently forward a copy of any notice to the SEPF.
9. a. Aux fins de la présente convention collective, les zones suivantes sont désignées :
  - 1 **Vancouver métropolitain**
    - 1.a Delta, North Vancouver, Port Coquitlam, Richmond, Vancouver
    - 1.b Pemberton, Squamish, Whistler
  - 2 **Île de Vancouver, Côte sud**
    - 2.a Victoria
    - 2.b Alberni, Campbell River, Comox, Nanaimo, Powell River, Sechelt
  - 3 **Vallée du Fraser, Okanagan, nord de la province et autres**
    - 3.a Chilliwack, Langley, Mission, Surrey
    - 3.b Kamloops, Kelowna, Penticton
    - 3.c Terrace
    - 3.d Prince George
    - 3.e Nelson, Rossland
    - 3.f Revelstoke
    - 3.g Fernie
    - 3.h Golden
    - 3.i Smithers



- b. The composition of the zone structure, including the addition or deletion of districts and the creation of new zones, may be changed at the request of the Board and with the mutual agreement of the parties.
- 10. A teacher who has received notice of layoff and has the necessary qualifications shall be entitled to claim all, but not part, of the position of an equal, greater or less FTE which is held by the most junior teacher in the district.

## **Recall**

- 11. When an appointment to a position in the district becomes available, the Board shall first offer recall to the teacher who has the most seniority among those laid off, provided the teacher possesses the necessary qualifications for the 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 teachers remaining on the recall list.
- 12. A teacher on the recall list is responsible to keep the Board informed of any changes of name, postal and e-mail address and phone or fax number.
- 13. The Board shall maintain and keep current a recall list in the event that any teachers are laid off pursuant to this Agreement. Copies of the current list shall be sent to each teacher on the list and to the SEPF as of September 30 and March 31 for such period of time as the teacher retains recall rights. A teacher on the recall list shall be provided with a copy of the current list on request.
- 14.
  - a. Un enseignant à qui un rappel a été offert dans sa zone locale, donnera une réponse, affirmative ou négative, au CSF dans un délai de trois (3) jours suivant la réception de cette offre.
  - b. Un enseignant à qui un rappel a été offert hors de sa zone locale, donnera une réponse, affirmative ou négative, au CSF dans un délai de cinq (5) jours suivant la réception de cette offre.
- 15. The Board shall allow twenty (20) working days from an acceptance of an offer for the teacher to commence assigned duties, provided that when the teacher is required to give a longer notice period to another employer, such longer period shall be allowed.
- 16. A teacher recalled pursuant to this Agreement shall maintain continuing contract appointment status, whether or not recalled for a term-specific position. A teacher on the recall list may be employed by the Board in a temporary assignment without jeopardy to the teacher's right to recall under this Agreement.
- 17. A teacher's right of recall is lost if:
  - a. the teacher elects to receive severance pay under this Agreement;
  - b. s'il refuse d'accepter trois (3) affectations, à l'intérieur de sa zone locale, pour lesquelles il possède les qualifications requises sauf si, lors d'une offre,

l'enseignant(e) est en congé de maternité ou suit des cours universitaires; et

- c. thirty-six (36) months have elapsed from the date of the layoff under this Agreement and the teacher has not been recalled.

### **Severance Pay**

- 18. A teacher on continuing appointment who has one (1) or more years of continuous employment and who has received notice of layoff may elect to receive severance pay at any time before the teacher's right of recall is lost.
- 19. Les indemnités de cessation d'emploi seront calculées au taux de cinq pour cent (5 %) du salaire annuel par année de service. Le salaire servant de base au calcul des indemnités est celui de l'enseignant, y compris les indemnités annuelles, au moment de la mise en disponibilité de l'enseignant.
- 20. The teacher may choose to receive severance pay:
  - a. in one lump sum within thirty (30) days of layoff; or
  - b. in monthly installments of ten percent (10%) of the total amount payable, commencing at the next regular pay period; or
  - c. jusqu'à un (1) an après la date de commencement de la mise en surplus.
- 21. A teacher who receives severance pay and who, notwithstanding the recall provisions of this Agreement, is subsequently rehired by the Board shall retain any severance payment under the terms of this Agreement and, in such cases, for the purposes only of future calculation of any severance pay, the calculation of years of service shall commence with the date of such rehiring.

### **ARTICLE C.36 RIGHT OF RETRAINING [P]**

- 1. Upon written request within twelve (12) months of the receipt of notice of layoff under Article C.35, an employee shall be entitled to extend the provisions of re-engagement for the purpose of retraining for another teaching position in the school district. In the event that the employee elects to retrain pursuant to this Article, the Board shall amend the date of the termination notice to coincide with the period of the leave granted, or of any extension thereof. All such leave shall not count towards aggregate length of service with the Board.
- 2. The employee, after retraining, shall be entitled to rights of re-engagement as specified in Clause C.35.11 to C.35.17 (Recall).

## SECTION D WORKING CONDITIONS

### ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

Local language:

1. The SEPF and Board recognize the following limits in class sizes:

Primary – Multi-Grade (including Kindergarten)	20
Primary – Multi-Grade (no Kindergarten)	21
Intermediate – Single Grade	29
Intermediate – Split-Grade	27
Intermediate – Multi-Grade	25
Secondary	30
Secondary Sciences (Gr. 10-12)	28
Secondary Language Arts (Francais Language)	28
I.E. Shops and Home Ec. Food Labs	24
Special Education: High Incidence	15
Special Education: Low Incidence	10

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

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

2. In a case where no reasonable alternative exists, the class size maximum may be exceeded by two (2) students. Schools shall be staffed in accordance with class size limits in D.1.1 by October 1st.

3. Special consideration will be given to the size of split classes. For multi-age classes, the class size maximum shall apply for the class size grouping (primary or intermediate) which has the larger number of students.
4. Individual band, choir and physical education classes in secondary schools may exceed, at the request of the teacher, the limits for class size provided the total pupil load does not exceed the sum of the stated limits for the classes taught by the teacher.
5. There shall be a maximum of two (2) senior mathematics or science courses taught in any one (1) class.

#### HOME EDUCATION [L]

6. The responsibility for home schooled students shall rest with the Administrative Officer. Although employees shall not be required to register, instruct, advise, prepare materials or exams, assess or prepare reports on home schooled students, a reasonable level of assistance will be provided to the Administrative Officer.

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

No provincial language.

Local language:

#### **Inclusion**

1. The consideration of the inclusion of a special needs student shall involve consultation between district staff, teachers, and administrative officers who may be affected by such inclusion, prior to including the student into the class or classes. The placement of a special needs student shall be determined by the student's educational needs.

#### **Identification**

2.
  - a. At the request of the administrative officer, teacher or parent/ guardian, a student shall be referred to the School Based Team.
  - b. For the purpose of this Article, students with special educational needs shall include the following categories and any other categories subsequently designated by the Ministry of Education for special education:
    - i. dependent handicapped;
    - ii. moderately mentally handicapped;
    - iii. severely handicapped;
    - iv. physically handicapped;

- v. visually impaired (severe/profound)
  - vi. hearing impaired (severe/profound)
  - vii. autistic; and
  - viii. severe behaviour disorder.
- c. The School Based Team shall determine:
- i. Whether in school assessment is required and sufficient;
  - ii. Whether referral to Support Services is required; and
  - iii. Whether placement and resources are appropriate.

### **School Based Team**

3. a. The School Based Team shall assist in the inclusion of students identified as students with special needs. The Team shall be composed of a teacher, the administrative officer or designate, school or district professional personnel and other appropriate personnel. It is understood that any other person(s) with relevant information in the determination of a student's educational needs may be invited to the meeting held to review the student's file.
- b. The School Based Team may recommend action it deems appropriate to meet the educational needs of the student to the Superintendent or designate. Such action may include, but not be limited to:
- i. adjustment to the student's program;
  - ii. further assessment;
  - iii. alternate placement;
  - iv. consideration of alternate teaching strategies;
  - v. release time for the enrolling teacher and other school-based personnel as may be required to facilitate ongoing assessment and consultation; and
  - vi. other assistance as agreed to by the enrolling teacher.
- c. The School Based Team shall determine release time in accordance with this article.
4. a. There shall be a District Inclusion Committee comprised of two (2) representatives of the Board and two (2) representatives of the Association. The Committee shall be responsible to develop and recommend district policies regarding inclusion and allocation of resources and to review recommendations of School Based Teams.

- b. The classroom teacher shall have the right to a review of a recommendation of the School Based Team by requesting a meeting with the District Inclusion Committee. The Committee shall convene a meeting within ten (10) days in order to investigate the situation and make a decision or recommendation regarding the area of difference.

### **Class Size Limits**

- 5.
  - a. Class size and composition shall be given major consideration, in consultation with teachers affected, when a classroom placement is to be determined for a student with special needs.
  - b. A teacher of any regular classroom shall not be required to enrol more than three (3) special needs students. Up to one (1) special needs student with severe behavioural disorder, as defined by the Ministry of Education guidelines, may be among the three (3) students.
  - c. Class size limits shall be two (2) less than the number stated in the class size and composition article for each low incidence student included in a regular class with respect to visually and hearing impaired students, this refers to profound impairment.

### **Alternate Placement**

- 6.
  - a. If the Superintendent or designate decides that alternate placement is required, then the administrative officer shall be advised immediately in order to make the necessary arrangements.
  - b. The alternate placement of the student to be included shall involve consultation and where possible, consensus among the teacher, administrative officer, auxiliary professional personnel, the student and parent/guardian (where appropriate) and other personnel to consider appropriate educational and medical information to jointly establish and educational program.

### **Resources**

- 7.
  - a. It shall be the responsibility for the Board to ensure the necessary resources are available, where possible prior to placement.
  - b. Appropriate needs related to the facility and equipment, such as provision of procedures for fire/earthquake drills or provision of intercommunication devices shall, where practicable, be in place prior to placement.
  - c. Appropriate teachers' assistant time shall be allocated by district staff as recommended by the School Based Team to assist in the classroom in which the student with special needs is placed.

- d. If additional teachers' assistant time is required to carry out the recommendations of the School Based Team, the Superintendent or designate shall, within two (2) weeks of receiving the recommendation, inform the administrative officer of the actions to be taken regarding the recommendations.
- e. Appropriately trained persons shall be responsible to administer medication, to perform medical procedures, to assist special needs students with toileting and with changing for physical education, and to assist participation in special events during lunch and recess.

### **Release Time/Professional Development**

- 8.
  - a. Consideration for release time from the instructional day, as determined by the School Based Team, will be given to teachers to determine the needs of students, to receive extra training to consult with other staff and/or resource persons and to evaluate program effectiveness on an ongoing basis.
  - b. Where practicable, time for appropriate professional development shall be arranged prior to placement of a student with special educational requirements. Where such in service occurs on weekends, or during vacation periods, the teacher shall receive time off in lieu to be paid at the daily rate as provided in Article B.15 (Payment for Work Beyond School Year) for each day of training and shall be reimbursed for expenses incurred.

### **Individual Educational Plan**

- 9. An individual educational plan for a student with special needs shall be jointly established by the teacher(s) and the administrative officer in consultation with the district personnel and, where appropriate the parent/guardian.

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

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

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

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

Local language:

Specialized Personnel

1. The Board and SEPF recognize the need for specialized personnel to be provided in the District.

Such personnel shall include, but not be limited to, qualified librarians, counsellors and learning assistance teachers.

The Board shall endeavour to provide adequate levels of specialized personnel.

### **ARTICLE D.4 PREPARATION TIME [PCA]**

*[PCA Article D.4 does not apply in School District No. 93 (CSF) – see Article D.31]*

### **ARTICLE D.5 MIDDLE SCHOOLS [PCA]**

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 [PCA]**

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.]*

[NOTE: Articles D.7-D.29 reserved for future provincial negotiations]

## ARTICLE D.30 REGULAR WORK YEAR [P]

1. The regular work year for full-time teachers shall be the standard set under the School Act from time to time, including an approved local school calendar.
2. The annual salary established for teachers by this Agreement shall be payable in respect of the teacher's regular work year.
3. No teacher shall suffer a loss of pay in the event of a Board ordered closure of a worksite or a Board ordered cancellation of student attendance. It is understood that a teacher so affected may be re-assigned to another work location.
4. Any work performed by teachers beyond the teacher's regular work year, except a fixed sum contract for the performance of a special project contract, shall be voluntary and paid at the rate of 1/200 of the annual salary per diem. The teacher may take compensatory time off in the following school year in lieu of receiving payment at the rate of 1/200 of the annual salary per diem. The compensatory time off shall be taken at a time or times approved by the principal/vice principal. Compensatory time may not be carried from one school year to another. The teacher shall be paid for all unused compensatory time at the end of the school year.
5. The regular work year for teachers shall include:
  - a. the number of non-instructional days for professional development applicable at the time under the *School Calendar Regulation*;
  - b. an opening day for the school on which the day is shortened for all students in the school, and on which the Board may provide different dismissal times for different students of the school;
  - c. one (1) year-end administration day, which shall be a non-attendance day for students; and
  - d. four (4) days which are shortened by one (1) hour for the purpose of parent-teacher interviews.
6.
  - a. Teachers of first year primary (kindergarten) shall be provided five (5) consecutive days after the opening day of a school year for a phased-in start to first year primary through altered hours. The teacher will use these days for assessing the French language capability of the student and the extent of the use of French in the student's home, for gradual entrance and/or for home visits.
  - b. Teachers of first year primary (kindergarten) who enrol two (2) divisions, shall be provided additional parent-teacher conference days or student assessment days when the total enrolment in the two (2) divisions is as follows:

Total Number of students within the two (2) divisions	Number of additional days
30 - 38 students	0.5 additional days
39 + students	1.0 additional days

## **ARTICLE D.31      HOURS OF WORK [P]**

1. The instructional time shall be twenty-five (25) hours per week for full time elementary teachers and twenty-seven and one-half (27.5) hours per week for secondary teachers.
2. Instructional time shall be defined as scheduled time spent instructing students, inclusive of:
  - a. homeroom;
  - b. between period change time;
  - c. recess in the elementary schools;
  - d. non-instructional time;
  - e. travel time between worksites by itinerant teachers.
3. Itinerant teachers are teachers whose single assignment requires travel between worksites.
4. Part-time assignments in secondary schools shall normally be scheduled in consecutive blocks.
5. Part-time teachers with an aggregate assignment of 0.4 FTE or more shall be entitled to a prorated amount of non-instructional time.
6. Where timetabling does not permit, non-instructional time for a single semester or part-time teacher shall be paid at a commensurate increased FTE assignment in lieu of scheduled non-instructional time.
7. Non-instructional time shall be scheduled as follows:
  - a. a minimum of twelve and one-half percent (12.5%) of the total time assigned to the blocks in a complete cycle of a secondary school's timetable shall be provided for non-instructional time;
  - b. each full-time elementary teacher shall be provided with a minimum of one hundred (100) minutes per week (effective June 30, 2019 one hundred and ten (110) minutes) of non-instructional time;
  - c. non-instructional time for elementary teachers shall be scheduled in blocks of not less than thirty (30) consecutive minutes;
  - d. non-instructional time shall be exclusive of recess and lunch periods.
8. It will not be a violation of this Agreement if non-instructional time normally scheduled for a particular day is not received by the teacher due to the teacher's absence from school, schools operating for less than a full week or non-instructional days. Non-instructional time lost due to early dismissal for parent-teacher conferences shall be repaid at a time agreeable to affected teacher(s).

9. The instructional day for elementary school teachers shall not exceed six (6) hours, including
  - a. instructional time not to exceed five (5) hours, including fifteen (15) minutes of recess; and
  - b. a regularly scheduled noon intermission.
10. The instructional day for secondary school teachers shall not exceed six (6) hours and thirty (30) minutes, including
  - a. instructional time not to exceed five (5) hours and thirty (30) minutes, including homeroom and time for students to change classes; and
  - b. a regularly scheduled noon intermission.
11. The conditions described in paragraphs 9 and 10 may be altered with the agreement of two-thirds of the teachers on staff at a school provided that the total number of instructional hours in a week for any teacher does not exceed those set out in paragraphs 1 to 8.
12. The noon intermission shall be no less than thirty (30) minutes and no more than sixty (60) minutes in duration.
13. The SEPF shall be consulted about any change in the commencement time of a school.

#### **ARTICLE D.32 ASSIGNED DUTIES (NOON HOUR) [P]**

1. No employee shall be required to perform any duties during the school's regularly scheduled noon intermission. An employee may request a teaching assignment during the school's regularly scheduled lunch period. In such cases an alternative duty free lunch period will be provided.
2. In the event of an emergency involving the safety of pupils, the provisions of part 1 of this Article do not preclude a school principal/vice principal from temporarily assigning pupil supervision duties as may be necessary.

#### **ARTICLE D.33 SUPERVISION [P]**

No teacher shall be required to perform any supervision in excess of fifteen (15) minutes per week.

#### **ARTICLE D.34 EXTRA-CURRICULAR ACTIVITIES [L]**

1. Extra-curricular activities and programs are defined as being those aspects of pupils' school life provided by teachers that are beyond the provincially and locally established curriculum.

2. While the Board and SEPF agree that extra-curricular activities are an important aspect of school programs for pupils and encourage participation in extra-curricular activities, it is recognized that extra-curricular activities are assumed by a teacher on a voluntary basis.
3. Voluntary activities shall not form any part of the position description, job posting, hiring decision, assignment, or evaluation of an employee.

#### **ARTICLE D.35      AVAILABILITY OF TEACHERS ON CALL [P]**

1. When a teacher is absent from a school for instructional duties, the Board shall employ a Teacher Teaching on call to replace that teacher. The teacher teaching on call shall normally be required to assume only the duties of the teacher being replaced.
2. Except in an emergency, only teachers on call shall be required to perform the duties of a teacher who is absent or supervise the students of a teacher who is absent.

#### **ARTICLE D.36      STAFF MEETINGS CALLED BY SCHOOL ADMINISTRATION [L]**

Regular staff meetings called by principals/vice principals outside of exceptional circumstances shall:

1. be accompanied by an agenda of the items to be considered and circulated at least five (5) days in advance of the meeting;
2. provide an opportunity for all participants to place items for consideration on the agenda;
3. be recorded by way of written minutes which shall be distributed to each staff member;
4. not be held outside of one (1) hour prior to the commencement of, and two (2) hours after the end of, the instructional day;
5. not be held during the recess or noon intermission; and
6. normally be limited to one (1) meeting per month.
7. Staff meetings shall be held on the teacher's regular worksite.

## **ARTICLE D.37      TECHNOLOGICAL CHANGE [P]**

### **1.      Definition**

For the purpose of this Agreement, the term "technological change" shall be understood to mean changes introduced by the Board in the manner in which it carries out educational operations and services, where such change or changes significantly affect the terms and conditions or security of employment of members of the SEPF covered by this Agreement, or alter significantly the basis on which the Agreement was negotiated.

### **2.      Notice**

When it is determined that a technological change is to be introduced, the Board shall so notify the SEPF in writing. Such notice shall be given as far as possible in advance of, and at least ninety (90) days before, the term in which the introduction of the technological change is intended.

### **3.      Data To Be Provided**

The notice of intent to introduce a technological change shall contain as a minimum:

- a.      the nature of the change;
- b.      the date on which the Board proposes to effect the change;
- c.      the appropriate number, type and location of SEPF members likely to be affected by the change;
- d.      the effects the change may be expected to have on SEPF members' working conditions, including health and safety and terms of employment; and
- e.      other pertinent data relating to the anticipated effects on SEPF members.

### **4.      Retraining**

Retraining assistance shall be provided to an employee whose working conditions have been adversely affected by technological change pursuant to Article C.36 (Right of Retraining).

### **5.      Negotiations**

When the Board has notified the SEPF of its intention to introduce a technological change, the parties shall meet within the next thirty (30) days to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the Board and the SEPF to protect the SEPF members from any adverse effects. If agreement is not reached, the matter may be referred, by either party, to an arbitration board.

## **ARTICLE D.38      CONDITIONS DE SANTÉ ET DE SÉCURITÉ (L)**

1. Les classes ne pourront se dérouler que dans des locaux propres et où les conditions environnementales (température, ventilation, éclairage, humidité, niveau de bruit, etc.) sont hygiéniques, ne présentent pas de danger et favorisent un enseignement et un apprentissage appropriés.
2. Les normes de santé suivantes, selon WorkSafe BC, doivent être respectées :
  - a. la température doit être maintenue, autant que possible, au-dessus de 23°C et au-dessous de 27°C en été; et au-dessus de 20°C et au-dessous de 24°C en hiver;
  - b. l'éclairage doit être adéquat dans toutes les classes et couloirs;
  - c. les locaux utilisés comme salles à manger et cafétérias doivent être propres;
  - d. le niveau de poussière ne doit pas importuner ni les élèves ni les enseignants;
  - e. les matériaux inflammables ne doivent pas être entreposés dans les couloirs, escaliers, salles de fournaise. De même, les sorties de secours ne doivent, en aucune circonstance, être bloquées;
  - f. les problèmes présentant des dangers pour la santé et la sécurité individuelles des enseignants et des élèves doivent être enrayés;
  - g. une quantité suffisante de gants en vinyle jetables et de désinfectant devra être disponible dans chaque école et à l'intention de chaque enseignant pouvant être en contact avec le sang ou autre fluide corporel des élèves.
3. Procédure pour l'administration de médicaments aux élèves:
  - a. les enseignants sont dans l'obligation d'apporter leur aide en cas d'urgence;
  - b. Après consultation auprès des parents et des autorités médicales, le CSF élaborera des politiques administratives relatives à l'administration de médicaments;
  - c. si l'isolement ou d'autres circonstances exceptionnelles empêchent l'application des règles ci-dessus et que les enseignants soient obligés d'administrer des médicaments, les conditions préalables suivantes doivent absolument être respectées:
    - i. les enseignants ne seront pas dans l'obligation d'enfreindre une loi quelconque;
    - ii. les enseignants doivent se porter volontaire pour rendre ce service;
    - iii. les enseignants devront recevoir la formation appropriée aux services requis;
    - iv. le paiement de tous services rendus par les enseignants lors de l'administration de médicaments, sera négocié entre le CSF et le SEPF.
4. Si des travaux d'entretien doivent être effectués durant la journée scolaire, les enseignants affectés devront être consultés et prévenus suffisamment à l'avance.
5. Le CSF veillera à ce que chaque enseignant ait facilement accès à une copie électronique du Occupational Health and Safety Regulation [Règlement sur la santé et la sécurité au travail] et de la Workers' Compensation Act [Loi sur les accidents du travail]



6. Si un enseignant pense à juste titre qu'une procédure de travail présente des dangers, il a le droit de refuser de l'exécuter en vertu de la Section 3.12 de la Workers' Compensation Act [Loi sur les accidents du travail]. La même règle s'applique dans le cas où un enseignant a des raisons de penser que l'environnement immédiat des lieux d'enseignement pose un danger imminent pour les élèves ou les enseignants, auquel cas cet enseignant a le droit d'éloigner les élèves de la situation dangereuse.
7. Le CSF travaillera avec le SEPF afin d'identifier le personnel enseignant qui nécessite une évaluation ergonomique de leur environnement de travail.

#### **ARTICLE D.39 COMITÉ DE SANTÉ ET DE SÉCURITÉ CSF/SEPF (L)**

1. Selon les directives de WorkSafe BC, le CSF devra mettre en place un comité de santé et de sécurité au travail au niveau provincial et dans chaque site qui en nécessite un.
2. The SEPF and the Board shall each appoint four (4) members to the Committee.
3. The Committee shall meet once a month from September to June inclusive with provision to hold special meetings when necessary.
4. Le compte-rendu des réunions sera distribué à tous les membres du Comité et sera disponible à l'ensemble du personnel enseignant par voie électronique.

#### **ARTICLE D.40 SPACE, FACILITIES AND EQUIPMENT [P]**

1. The Board and the SEPF recognize the need to provide flexible space to enhance the learning situation and the use of effective instructional techniques. Therefore the SEPF shall be represented on all district committees established to improve existent facilities or to construct new facilities.
2. Normally, a teacher shall be required to teach in a portable classroom for a maximum of two (2) consecutive years. At the option of the teacher, this period may be extended.
3. A telephone, intercom or other electronic communication device shall be provided in each portable classroom.
4. An employee required to change their principal classroom during the school year shall have one (1) release day to carry out the move.
5. The Board will ensure that each classroom has all necessary equipment and instructional supplies.

#### **ARTICLE D.41      SEPF INVOLVEMENT IN BOARD BUDGET PROCESS [L]**

1. Representatives of the SEPF will continue to receive copies of all agenda of meetings of the Board and will be entitled to attend and make representations at meetings (other than in camera meetings) at which budget decisions are formulated. Outside of exceptional circumstances, the agendas will be sent five (5) days before the meeting along with all pertinent documents.
2. The SEPF shall have the right to representation on any committee of educational partners that develops the budget for the School District, subject to Board policy.

#### **ARTICLE D.42      BEGINNING TEACHERS [P]**

Where practicable, consideration shall be given to beginning teachers to help them in their adjustment to teaching. Consideration may include but not be limited to:

1. an instructional assignment that is appropriate to their experience.
2. a mentoring program that shall be:
  - a. voluntary for both the mentor and the new teacher, and
  - b. cooperatively developed between the Board and the SEPF.
3. A joint committee with equal representation of the Board and the SEPF shall have the responsibility for:
  - a. monitoring the mentor program, and
  - b. recommending changes to the Superintendent of Schools.

## **SECTION E                      PERSONNEL PRACTICES**

### **ARTICLE E.1                      NON-SEXIST ENVIRONMENT [PCA]**

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 [PCA]**

#### **1.            General**

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

## **2. Definitions**

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

## **3. Resolution Procedure**

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

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

[NOTE: Articles E.3-E.29 reserved for future provincial negotiations]

#### **ARTICLE E.30 POSTING VACANCIES [P]**

1. A vacancy is a newly created teaching position or an existing position vacated by the incumbent.
2. Tous les enseignants du CSF peuvent poser leur candidature pour tous les postes vacants jusqu'au 30 juin. À partir du 1<sup>er</sup> juillet, seuls les enseignants du CSF ayant des contrats à temps partiel, temporaires ou en suppléance pourront postuler sur les postes vacants ; dans la mesure où les enseignants connaissent leur affectation provisoire dans leur école avant le premier affichage.
3. Tous les postes vacants qui seront affichés après le 30 juin, seront affichés à nomination temporaire dans la mesure où les enseignants connaissent leur affectation provisoire dans leur école avant le premier affichage.
4. Tous les postes vacants seront affichés pour une durée de cinq (5) jours.
5. Postings shall include at least:
  - a. l'identification spécifique du lieu de travail et de la zone;
  - b. description du poste à combler incluant les matières et les niveaux;
  - c. type de contrat (continu ou temporaire);
  - d. date d'entrée en vigueur et, le cas échéant, la date de fin; et
  - e. date de clôture des candidatures.

Malgré la description figurant dans l'affichage, l'affectation dans le poste de septembre peut ne pas être identique à l'affectation dans le poste affiché.



6. Postings shall not include references to extra-curricular activities.
7. Au moment de l'affichage, le SEPF ainsi que tous les enseignants seront informés par voie électronique des nouveaux postes vacants affichés.

### **ARTICLE E.31 NOMINATION AUX POSTES VACANTS (P)**

1. Le CSF pourvoira à la vacance d'un poste sur la base des qualifications des candidats. Quand ces dernières sont relativement égales, le poste sera offert au candidat possédant l'ancienneté la plus longue.
2. Pour l'article suivant, zone signifie une des trois zones régionales (1, 2 ou 3) identifiées dans l'Article C.35.9. Le CSF pourvoira à la vacance d'un poste, suivant les règles de priorité suivantes (exception – la vacance d'un poste rattaché au bureau central sera pourvue sans tenir compte des zones):

**First** - From within the zone where the vacancy occurs

- a. teachers returning from leave of absence;
- b. continuing appointees transferred on the initiative of the Board;
- c. continuing appointment teachers;

**Second** - From the district recall list

- d. teachers on the recall list;

**Third** - From zones other than where the vacancy occurs

- e. teachers returning from leave of absence;
- f. continuing appointees transferred on the initiative of the Board;
- g. continuing appointment teachers;

**Fourth** - From anywhere in the District

- h. teachers who have been employed by the Board on temporary contracts;
- i. Teachers Teaching on Call; and
- j. other applicants.

3.
  - a. Les enseignants ayant un contrat continu peuvent demander et recevoir un poste temporaire pour une année scolaire. À l'expiration de ce poste temporaire, ils auront le droit de retourner à leur ancien poste.
  - b. A teacher returning from the position of a Helping Teacher shall be guaranteed their choice between returning to the same position or accepting a comparable position.

4. Le nom du candidat retenu sera communiqué au SEPF au plus tard dans les dix (10) jours suivant l'attribution du poste.

## **ARTICLE E.32      TRANSFER AND ASSIGNMENT [P]**

### **Assignment in School**

1. L'affectation d'un enseignant définit les tâches spécifiques, leur pourcentage et le(s) lieu(x) de travail. Elle doit comprendre le niveau de la classe, les matières ou les tâches au niveau du CSF.
2. Le personnel d'une école est encouragé à établir une procédure collégiale en vue de la détermination des horaires et des affectations du personnel pour l'année à venir. Le comité du personnel doit rencontrer, avant le 20 avril, la direction/direction adjointe de l'école pour discuter et réviser l'horaire et les affectations du personnel pour l'année suivante.
3. Assignment within the school shall be based on consideration of the following factors: qualifications, training, experience, equitable distribution of workload, personal preference of the teacher and educational and timetabling needs of the school. Assignments within a school shall be made in a fair and reasonable manner and shall not be used for disciplinary purposes.

### **Transfer and Assignment**

4. The Board may transfer a teacher from one school or location to another school or location for sound educational or organizational reasons such as course or program elimination, consolidation or relocation, school closure, enrolment decline or fluctuation and surplus staffing. A transfer may not be made for any disciplinary, personality, performance or competency based reason.
5. Prior to determining that the circumstances warrant a transfer, the principal/vice principal shall consult with school staff and take into consideration the educational program of the school and the teachers necessary to carry out the program for the next school year.
6. Board initiated transfers shall be completed no later than May 15 in a school year for the next school year, except when they are necessitated by circumstances not reasonably known to the Board by April 30.
7. Un enseignant ne peut pas être transféré d'un(e) école/site d'une zone dans une autre zone sans son accord. Tous les efforts possibles doivent être accomplis pour transférer un enseignant, refusant un transfert en dehors de sa zone, à un poste dans sa zone avant de le mettre en disponibilité. Pour les fins de cet article, zone signifie une des onze zones locales identifiées à l'Article C.35.9.
8.
  - a. When a transfer of a teacher is initiated by the Board, the teacher on the school staff with the least seniority in the district shall be transferred unless a more senior teacher agrees to be transferred. In all cases the teacher to be transferred must possess the necessary qualifications for the position available in the receiving

school and the teachers to be retained at the school from which the transfer originates possess the necessary qualifications for the positions remaining in that school.

- b. En cas de mise en surplus, l'enseignant transféré ne sera pas nécessairement celui avec le moins d'ancienneté, et ce, en raison des qualifications demandées pour les postes disponibles à l'école. Le prochain enseignant avec le moins d'ancienneté pourra être nommé pour un transfert.
- 9. Quand le CSF transfère un enseignant à une affectation possédant un niveau de classe ou des matières à enseigner sensiblement différents et qu'une rééducation professionnelle s'avère nécessaire, la Direction générale ou la personne la représentant ainsi que l'enseignant décideront conjointement des ressources nécessaires que le CSF devra procurer.
  - 10. Un enseignant transféré à l'intérieur de sa zone locale contre son gré ne pourra faire l'objet d'un autre transfert sans son accord pendant trois (3) années scolaires. L'enseignant aura le droit de postuler aux postes vacants.
  - 11. A teacher who has been transferred for reasons of projected enrolment decline, position reduction or other such circumstance, shall have the opportunity to return forthwith to the position previously held in the event that the projected circumstance does not occur.
  - 12.
    - a. Before principal/vice principal recommends a transfer, they shall
      - i. consider the teacher's professional and personal goals;
      - ii. request the teacher's agreement to the transfer;
      - iii. meet with the teacher and, if the teacher requests, a member of the SEPF, at least fourteen (14) days before making the recommendation for the purpose of communicating the reasons for and nature of the transfer; and
      - iv. provide an opportunity following the meeting for the teacher to consider the matter and reply.
    - b. A report on compliance with these requirements and the teacher's written or oral reply shall accompany the recommendation.
    - c. L'enseignant, accompagné d'un représentant syndical du SEPF, aura le droit de rencontrer la Direction générale ou la personne la représentant, dans une période de sept (7) jours à partir de la journée où la recommandation de transfert a été notifiée.
    - d. The teacher to be transferred and the SEPF shall be notified in writing of a decision to transfer and the reasons for the decision.

### **ARTICLE E.33 OFFER OF APPOINTMENT TO THE DISTRICT [P]**

- 1. À la suite du processus de sélection et de l'approbation des ressources humaines, une offre verbale ou écrite sera faite au candidat retenu.

2. Applicants will have forty-eight (48) hours from the time of the verbal offer to provide the Board with a decision.
3. Within forty-eight (48) hours of the verbal acceptance a written confirmation will be dispatched by the Board to the applicant.
4. Verbal offers or verbal confirmation of acceptance will be deemed to be binding on both parties. Misunderstandings regarding the terms and conditions of verbal offers shall be raised within forty-eight (48) hours of receipt of the written offer. Should the misunderstanding not be resolved to the successful applicant's satisfaction, the verbal acceptance will not be considered binding.

#### **ARTICLE E.34 EVALUATION OF TEACHING [P]**

1. The purpose of evaluation is to assess teacher competence and reinforce quality education.
2. A teacher should normally be reported on during the year of the initial appointment to the district, or upon request of the teacher, superintendent or principal/vice principal.
3. All reports on the work of a teacher shall be formal written reports.
4. At least thirty (30) school days prior to commencing observations, the evaluator shall meet with the teacher and invite agreement on the purpose and the time span of the evaluation and the criteria and standards to be applied. At least five (5) days prior to commencing observations, the evaluator will discuss the schedule of observations with the teacher.
5. The evaluation of a teacher shall not be based on aspects of the learning situation over which the teacher does not have both responsibility and control.
6. Whenever possible, observations shall be made on the employee's assignment in the prime area(s) related to the employee's qualifications and experience.
7. Each report shall normally be based on not less than three (3) or more than six (6) personal observations which reflect the teacher's assignment. The process shall normally not exceed two (2) months. The report shall be filed by May 31 of that year unless the teacher agrees on a later date.
8. Involvement or non-involvement in extra-curricular activities and participation in union activities or matters not directly related to the general work of a teacher are outside the scope of evaluating and reporting on the work of a teacher.
9. Periods chosen for observation should not be at inappropriate times such as those immediately preceding or following breaks for holiday periods, when the teacher is returning to work after a protracted absence, when activities are occurring within the school which substantially disrupt the normal classroom or school program. The teacher shall have the opportunity to select at least two (2) of the observation times.

10. Following each observation, the evaluator shall normally discuss with the teacher their observations and impressions. Such observations and impressions shall, where practicable, be further provided to the teacher in the form of a written commentary within forty-eight (48) hours of the observation.
11. Each formal report by the superintendent, assistant superintendents and members of administration including principals, vice principals and directors of instruction shall be based on the most recent observations and assessments and not on those used in previous reports. In the case where a teacher has a reasonable apprehension of bias, the superintendent may determine that the report is to be written by another appropriate evaluator.
12. Reports shall note the teacher's area of professional training, experience and current assignment and shall contain a statement of the writer's assessment of the overall teaching performance and the general work of the teacher. Reports shall reflect any discrepancy between the teacher's assignment, professional training and preference of teaching subjects and grades.
13. The content of a teaching report shall be specific and an objective description of teaching performance. Judgments shall be adequately substantiated.
14. The teacher shall be given a draft copy of a report at least forty-eight (48) hours prior to preparation of the final copy so that the teacher may have the opportunity to point out factual errors or omissions. The teacher shall have the opportunity of meeting with the evaluator in the company of a representative of the SEPF to propose changes to the draft. The evaluator shall make every effort to ensure accuracy and to reach agreement on the Report with the teacher prior to filing the final report.
15. Any written report that identifies weaknesses shall include constructive suggestions for improvement.
16. In the event of a less than satisfactory report the teacher and evaluator shall jointly develop any necessary plan of action. The plan of action shall be completed before another report is initiated.
17. The SEPF shall be notified of any less than satisfactory report.
18. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be filed with all copies of the report.

#### **ARTICLE E.35 NON-DISCRIMINATION [L]**

1. Le CSF et le SEPF n'acceptent pas et ne toléreront aucune forme de discrimination telle que définie sous l'article E.35.3 sous quelque forme que ce soit de la part des membres du Conseil d'administration, des employés du CSF ainsi que des élèves.

2. Aux fins de cette Convention collective, la discrimination est définie comme l'action d'isoler et de traiter différemment certains individus ou un groupe entier par rapport aux autres tel qu'établi dans le Code des droits de la personne de la Colombie-Britannique (Human Rights Code).
3. Le CSF n'exercera aucune discrimination à l'encontre de tout employé relativement aux modalités d'emploi en raison de l'âge, du sexe, de l'orientation sexuelle, de l'identité ou l'expression de genre, de la race, de la couleur, de la religion, des croyances politiques, de l'origine nationale, de l'état matrimonial, s'ils ont des personnes à charge, des habilités physiques ou mentales, à moins que la limitation, la spécification ou la préférence soit basé sur des exigences professionnelles bone fide.
4. Le CSF ne discriminera aucun enseignant en raison de sa participation à des activités syndicales autorisées.
5. The Board and the SEPF shall promote non-discrimination through:
  - a. professional development and in-service activities;
  - b. the development and integration of multicultural and anti-racist educational programs, activities and learning resources into the curriculum;
  - c. des consultations avec le Comité de justice sociale du SEPF.

#### **ARTICLE E.36 PERSONNEL FILES [L]**

1. There shall be only one (1) official personnel file kept at the district office for each teacher.
2. Les dossiers individuels des enseignants seront gardés dans un lieu sûr. L'accès aux dossiers sera autorisé aux membres du personnel administratif du CSF, par la Direction générale ou une personne la représentant.
3. La Direction générale ou une personne la représentant accordera à tout enseignant la permission de consulter son dossier, à une heure acceptable pour les deux parties, durant la période normale d'ouverture et sur rendez-vous. Dans le cas où l'enseignant se trouve dans l'impossibilité de se rendre au bureau central, le président du syndicat ou un membre élu du comité exécutif du SEPF pourra consulter le dossier de l'enseignant à sa demande écrite.
4. All files shall be reviewed in the presence of the superintendent or designate. A teacher may be accompanied by an individual of the teacher's choice. If the teacher can not go to the central office, the union president or an elected executive member shall be able to review the teacher's file upon presenting a written request from the teacher.
5. Subject to the provisions of Clause 9 below, upon agreement of the superintendent, or designate, and the teacher, material will be removed from the teacher's file.

6. The Board agrees that only materials substantiated and material relevant to the employment of the teacher shall be maintained in personnel files. Copies of material critical of the teacher shall be provided to that teacher. Upon request, copies of other material will be provided to the teacher. Teachers may have the opportunity to attach a written response to any material on file.
7. Teacher files at the school level shall be governed by the same procedures as are district files. In this case, the school administrative officer will act as the superintendent's designate.
8. Teacher files at the school level shall be destroyed or amalgamated with district office personnel files when the teacher leaves that school.
9. The employee may elect to have removed any documentation of a critical nature or related to disciplinary action taken by the board three (3) years after filing unless the documentation is related to a criminal offence or gross misconduct, provided that no further material of a similar nature has been subsequently filed.
10. L'employé qui souhaite faire retirer tout type de document de son dossier doit en faire la requête écrite auprès de la direction générale ou son représentant.

#### **ARTICLE E.37 FALSELY ACCUSED EMPLOYEE [P]**

1. When an employee 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 employee is acquitted of criminal charges in relation to the accusation and the same matter is not the subject of disciplinary action under the terms of the collective agreement; or
  - c. an arbitrator considering discipline or dismissal of the employee finds the accusation to be false;the following conditions shall apply:
  - i. the teacher and the teacher's family shall be entitled to assistance provided through the Employee and Family Assistance Program to deal with any negative effects of the allegations without being subject to the individual usage restriction; and

- ii. the employee shall be assisted to the fullest possible extent by the Board in assuring a successful return to the employee's duties, including any necessary period of leave of absence, first priority for transfer to any vacant position requested by the employee for which they have the necessary qualifications and, where requested by the employee, provision of factual information to parents by the Board.

#### **ARTICLE E.38      *SCHOOL ACT APPEALS [L]***

1. Once a pupil and/or parent/guardian files a formal appeal under the *School Act* (Section 11) and Board By-Law in connection with a decision of an employee covered by this Agreement, or affecting such an employee:
  - a. the employee and the SEPF shall immediately be notified of the appeal and shall be entitled to receive all documents provided by the appellant related to the appeal;
  - b. the employee shall be entitled to attend any subsequent meeting in connection with the appeal where the appellant is present and shall have the right to be accompanied by a representative of the SEPF;
  - c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.
2. The Board will not normally hear the 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. Appeal decisions will recognize the other provisions of the Collective Agreement.



## **SECTION F                      PROFESSIONAL RIGHTS**

[NOTE: Articles F.1-F.29 reserved for future provincial negotiations]

### **ARTICLE F.30              PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL [P/L]**

1.     The Board and the SEPF recognize that:
  - a.     providing opportunities for professional development is a shared responsibility;
  - b.     activities which promote and foster professional development of teachers shall be covered in this Article.
2.     There shall be a professional development Fund which is jointly administered by the Superintendent or designate and the SEPF Professional Development Chairperson or designate.
3.     There shall be a Joint Professional Development Committee comprised of four (4) SEPF members and two (2) representatives of the Board, chaired by an SEPF member.
4.     This Joint Committee shall administer professional development activities.
5.     This Joint Committee shall be guided by the following principles:
  - a.     teacher participation in professional development activities is voluntary, except during non-instructional days set aside for professional development.
  - b.     a needs assessment is the most appropriate starting point in planning a professional development program.
  - c.     professional development programs shall include adequate resources, time and organizational support.
  - d.     opportunities for professional development shall be distributed as widely as possible.
6.     It shall be the responsibility of the Joint Committee to allocate available funds for school-based professional development, to set aside a contingency fund to meet special needs, to consider requests for additional funds from schools in which all allotted funds have been used, and requests from teachers on call in the employ of the Board. The Committee shall establish its own guidelines in these matters.

7. Each school shall have a Professional Development Committee of which a principal/vice principal or designate is a member and which is chaired by an SEPF member. Where practicable this Committee shall be elected.
8. The School Committee shall adhere to the principles in Article F.30.5.
9. The School Committee shall plan school-based professional development activities and approve expenditure of allocated professional development funds.
10. The Board will annually provide fifty-three one hundredths percent (.53%) Category 6 Max per FTE (as of September 30) to increase the Professional Development Fund to offset substitute or other professional development related costs.
11. The SEPF recognizes that the principal/vice principal or designate has the authority to authorize teacher absence from regular duties for professional development.
12. Unused funds at both district and school levels shall be carried over to the next year.
13. This Article shall not preclude the Board from providing curriculum implementation activities, however, the Professional Development Fund shall not be required to finance curriculum implementation.

#### **ARTICLE F.31      NON-INSTRUCTIONAL DAYS [P]**

1. A non-instructional day is a prescribed school day on which only teachers, principals/vice principals and other employees are in attendance. A non-instructional day shall be considered as a working day for salary purposes.
2. Except for the year end Administrative day, all non-instructional days identified under the *School Calendar Regulation* shall be used primarily for the improvement of the learning situation. They are intended to be an opportunity for teachers to pursue professional development activities related to educational objectives, philosophy, organization, teaching methods or programs.
3. The Joint Professional Development Committee shall make the decision on the scheduling and allocation of non-instructional days for the next year and notify the Board of those dates on or before May 1. The Committee shall determine the professional development activities for any dates that are common for all teachers employed by the school district. School based Professional Development Committees shall plan professional development activities for school based non-instructional days.

## **ARTICLE F.32 CURRICULUM IMPLEMENTATION [P]**

1. The SEPF recognizes the authority of the Board to implement curriculum changes.
2. There shall be an ongoing Joint Committee on Curriculum Implementation (JCCI) consisting of four (4) members, two (2) representing the Board and two (2) representing the SEPF. The mandate of this committee is to investigate, analyze and recommend implementation processes for educational change in the District.
3. The JCCI shall provide recommendations for the allocation of all funds to the district which are designated by the Ministry of Education for the implementation of educational and/or curriculum change.
4. The Board and the SEPF recognize the value of locally developed curricula that address the educational needs of students in the CSF. The JCCI will:
  - a. establish appropriate working procedures;
  - b. receive proposals for new local curricula;
  - c. provide support for further development of selected proposals; and
  - d. recommend new curricula to the Board for implementation.
5. Subcommittees or additional committees formed to deal with the implementation of specific educational and/or curriculum change shall be under the direction of and report to the JCCI.
6. The Board, after receiving the recommendation of the JCCI, shall make available in-service opportunities to each SEPF member affected by the educational change. When in service is made available during regularly scheduled instructional hours, teacher teaching on call costs shall be provided by the Board.

## **ARTICLE F.33 EMPLOYEE PROFESSIONAL AUTONOMY RIGHTS [P]**

Employees, consistent with the requirements of the prescribed and authorized educational programs and generally accepted educational practice, shall have individual professional autonomy in determining the methods of instruction, methods of consultation, student evaluation and assessment techniques, and the planning, presentation, and evaluation of the educational program materials for the students to whom they are assigned and for whom they are responsible.

## **SECTION G**

## **LEAVES OF ABSENCE**

### **ARTICLE G.1 PORTABILITY OF SICK LEAVE [PCA]**

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.)*

### **ARTICLE G.2 COMPASSIONATE CARE LEAVE [PCA]**

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 1 above, shall incorporate any expanded definition of "family member" that may occur through legislative enactment.)*

*[See also Article G.37.2 Family Illness or Impending Death 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 and G.4.6.]**

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

- b. in relation to an employee's spouse or common-law partner or same-sex partner:
    - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 4. Any and all superior provisions contained in the previous collective agreement shall remain part of the collective agreement.

#### **Local Provisions:**

- 5. Upon the request of the teacher, where leave has been granted under Article G.4.1, a further one (1) day with the deduction of the cost of the teacher teaching on call, will be granted.
- 6. **Funeral Leave**
  - a. A teacher shall be granted, upon request, one (1) day's leave of absence with pay to attend a funeral of a relative or friend not defined as immediate family, and an additional two (2) days for travel shall be granted, upon the request of the teacher, with the deduction of the cost of a teacher teaching on call.
  - b. The Board reserves the right to limit the number of leaves in the event there is a significant number of requests for teachers to attend the same funeral.

### **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.

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

*[Note: Provincial Article G.6 is not applicable in School District No. 93 (CSF). Article G.6.1.b applies for the purposes of Article A.10 only.]*

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

## **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.

[NOTE: Articles G.9-G.29 reserved for future provincial negotiations]

## **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**

*[Note: Provincial Article G.11 is not applicable in School District No. 93 (CSF). See LOU No. 14 Re: Cultural Leave for Aboriginal Employees].*

## **ARTICLE G.30      SICK LEAVE [P]**

1. Sick leave means the period of time a teacher is permitted to be absent from work with full pay by virtue of being sick or disabled, or under medical treatment or quarantine, or because of an accident for which compensation is not payable under the Workers Compensation Act. Sick leave shall not be used where the teacher is on maternity leave and receiving supplementary unemployment benefits.
2.
  - a. Full-time teachers will be subject to the full sick leave provisions stated herein.
  - b. Part-time teachers shall receive and use sick leave prorated in accordance with percentage of full time assigned.
3. Over and above current accumulated sick leave, teachers shall be entitled to accumulate a maximum of fifteen (15) working days each calendar year calculated at the rate of one and one-half (1.5) days per month.
4. Fifteen (15) days of sick leave shall be advanced to each teacher at the beginning of each school year in September.
5. Teachers commencing employment with the Board during the year shall have advanced to them the quota of sick leave benefits which would accrue to them for the balance of the school year.
6. In any one year when a teacher has not used the teacher's sick leave allowance or has used only a portion of it, the entire unused allowance shall accumulate for the teacher's future use. The maximum number of days of sick leave that may be used by a teacher in any school year shall not exceed one hundred and twenty (120) days.
7. In the event a teacher leaves the employ of the Board prior to the conclusion of the school year, sick leave will be reconciled and any necessary adjustments deducted from the final pay cheque.
8.
  - a. A teacher may be required by the Superintendent to produce a certificate from a duly qualified medical practitioner as proof of illness. Whenever possible, the request shall be made when the teacher reports sick or during the period of illness. The certificate shall certify that the teacher was unable to carry out the teacher's duties due to illness.
  - b. A teacher returning from an extended paid sick leave, in excess of twenty (20) days, may be required to provide a medical certificate from a recognized medical practitioner indicating the teacher is able to resume the teacher's duties.
9. The Board will notify a teacher on extended medical leave when the teacher is about to exhaust their sick leave credits. At the same time, the Board will advise the teacher to contact the British Columbia Teachers' Federation regarding Salary Indemnity Plan Benefits.

10. If a teacher leaves the employ of the Board and subsequently resumes a position as a teacher with the Board, the teacher shall have immediate credit of the balance of all sick leave remaining to the credit of the teacher at the time of resignation or layoff.
11. A teacher may be granted, upon request, extended medical leave without pay for a period of one year upon the expiry of the teacher's paid sick leave. The teacher may choose to continue benefit coverage for all or part of the leave by paying both the teacher's and the Board's portion of the benefit premiums. A teacher returning from leave may be required to provide a medical certificate from a recognized medical practitioner indicating the teacher is able to resume the teacher's duties.

### **ARTICLE G.31      PREGNANCY LEAVE [P]**

1. Teachers are entitled to pregnancy leave without pay for a period up to seventeen (17) consecutive weeks or a shorter period if requested by the teacher.
2. Leave may commence no earlier than eleven (11) weeks before the expected date of birth.
3. If a teacher wishes to return to work during the six (6) weeks after the actual birth date, the request must be supported by a medical certificate stating that the teacher is able to resume work.
4. In the case of teachers on temporary appointment, pregnancy leave shall terminate at the conclusion of the temporary appointment.
5. A teacher may return to work prior to the intended date of return. If they intend to return in September, the teacher shall notify the Board prior to the end of May. Otherwise, a written notice of at least one (1) week must be given. One (1) month's notice is preferred. In the case of an incomplete pregnancy, death of the child or other special circumstance, the notice must be accompanied by a medical certificate stating that the teacher is able to resume work.
6. A teacher on pregnancy leave will be returned to the position which they had at the commencement of leave, if the return to work occurs during the same school year. If the return occurs at school opening of the subsequent school year, they shall be returned to the same or a comparable position in the same school, unless they are laid off or declared surplus pursuant to the provisions of this Agreement. If the return occurs after school opening of the subsequent school year, they shall be returned to the same or a comparable position in the district.
7. In the event of medical complications which may necessitate absence beyond the normal seventeen (17) week period, the teacher shall provide to the Superintendent or designate a medical certificate recommending the period of time in which they should not return to work. If the inability to return is for reasons related to the birth or the termination of the pregnancy, they are entitled to up to six (6) additional consecutive weeks of unpaid leave. The teacher shall be entitled to their regular sick leave benefits.

8. a. Upon registration of a supplemental employment insurance plan under the Employment Insurance Act, when a teacher takes pregnancy leave the Board shall provide for those teachers eligible for benefits under the Employment Insurance Act an additional benefit of:
  - i. ninety-five percent (95%) of the teacher's current salary for the first two (2) weeks of the leave; and
  - ii. for an additional fifteen (15) weeks, eighty percent (80%) of their current salary less any amount received as benefits under the Employment Insurance Act, provided those dates are part of the regular work year under this Agreement.
- b. Supplemental Employment Insurance Benefit Plan benefits are payable during Christmas break and Spring break.
- c. The Board agrees to enter into the Supplemental Unemployment Benefit Plan agreement required by the Employment Insurance Act in respect of such pregnancy benefits.
- d. Definition of Current Weekly Earnings

For the purposes of calculating the Supplemental Employment Insurance Plan Benefits, current weekly earnings are defined as two and one-half percent (2.5%) of the rate of annual salary in effect at or during the time of the leave.

## **ARTICLE G.32      PARENTAL LEAVE [P]**

1. Birth mothers are entitled to up to thirty-five (35) consecutive weeks of Parental Leave without pay immediately after the end of Maternity Leave.
2. Birth fathers and adopting parents are entitled to up to thirty-seven (37) consecutive weeks of Parental Leave without pay within fifty-two (52) weeks of the birth or placement of the child, respectively.
3. While a teacher is on Parental Leave, the Board shall continue to make all normal contributions towards the employee's benefits.
4. A teacher who is on Parental Leave will be returned to the position held at the commencement of such leave, if the return to work occurs during the same school year.

### **ARTICLE G.33 CHILD CARE LEAVE [L]**

1. A teacher shall be granted, upon request, a leave of absence without pay for a period of up to one (1) school year for the purpose of providing child care for the teacher's own child, adopted child or ward. It may be taken consecutive with pregnancy or adoption leave.
2. Such child care leave shall, upon request, be extended for a maximum of a further two (2) years for each child born or adopted for a total maximum leave of six (6) years in aggregate.
3. During the period of leave the teacher shall not be eligible for sick leave accrual, salary increments or seniority.
3. À l'expiration de son congé pour soins d'enfants, l'enseignant devra reprendre ses fonctions au début d'un trimestre ou d'un semestre et devra donner au CSF un préavis de trois (3) mois.
5. À l'expiration de son congé pour soins d'enfants, un enseignant aura le droit de réintégrer le poste qu'il occupait au début de son congé, si la reprise de travail s'effectue durant la même année scolaire que le congé. L'enseignant revenant au travail après un congé pour soins d'enfant de moins de deux (2) ans, pourra réintégrer l'école et obtenir le pourcentage continu de tâche qu'il occupait au début de son congé.
6. Un enseignant désirant un congé pour soins d'enfant devra faire la demande trois (3) mois avant la date de fin de son congé maternité/parental.

### **ARTICLE G.34 BIRTH LEAVE [P]**

A teacher shall be granted, upon request, two (2) days leave with pay, on the occasion of the birth of their own child.

### **ARTICLE G.35 ADOPTION/LEGAL GUARDIANSHIP LEAVE [P]**

A teacher shall be granted, upon request, two (2) days leave with pay on the occasion of the arrival in the teacher's home of a child for whom the teacher intends to become the adopting parent or legal guardian.

### **ARTICLE G.36 JURY DUTY AND SUBPOENA [P]**

An employee shall be granted a leave of absence with pay, upon request, when summonsed to serve on a jury, or when summonsed or subpoenaed to appear in court as a witness in any proceedings pursuant to any provincial or federal statute, subject to the reimbursement by the employee to the Board of all monies paid to the employee by the court, except travelling and meal allowances not reimbursed by the Board. It is understood that this leave does not apply to an employee appearing in court related to the employee's personal business, in which case leave shall be applied for under Article G.49 (General/Personal Leave).

## **ARTICLE G.37      COMPASSIONATE LEAVES [P]**

For the purpose of this article, immediate family is defined as spouse, including common-law spouse, child, parent, guardian, sibling, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law and any other person who lives with the teacher as a member of the teacher's family.

### **1.      Family Responsibility**

A teacher is entitled to up to five (5) days of unpaid leave during each school year to meet responsibilities related to the care, health or education of a child in the teacher's care or the care or health of any other member of the teacher's immediate family.

### **2.      Family Illness or Impending Death Leave**

- a.      A teacher is entitled to take up to three (3) days leave of absence with pay in the case of a serious illness or impending death of a member of the teacher's immediate family. The teacher may be extended the leave an additional two (2) days without loss of pay, but with the extended leave deducted from the teacher's accumulated sick leave.
- b.      The Superintendent may authorize extensions of this leave at the daily cost of a teacher teaching on call.

### **3.      School Year Limit on Family Illness, and Impending Death and Bereavement Leaves**

The Board may limit a teacher's total number of paid days, that is days without the deduction of the cost of a teacher teaching on call, for family illness and impending death leaves to twelve (12) days in a school year.

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

*[Note: See also Article G.3 Family Responsibility Leave.]*

## **ARTICLE G.38      EDUCATIONAL IMPROVEMENT LEAVE [P]**

### **Short Term**

1.      Upon request, the Superintendent shall grant a teacher a leave of absence with pay for one (1) day for the purpose of undergoing an examination in a subject related to the teacher's assignment.
2.      Upon request, the Superintendent shall grant a teacher a leave of absence with pay for one (1) day for the purpose of receiving the teacher's educational diploma or degree.

3. The Superintendent may grant a teacher up to ten (10) days leave of absence at the cost of a teacher teaching on call for the purpose of attending summer courses which start prior to the end of the school year.

### **Long Term**

4. To be eligible for long term educational improvement leave a teacher must be on a continuing appointment.
5.
  - a. Educational improvement is a program of study at a recognized educational institution or such other program as may be approved by the Educational Leave Committee. It does not include required training as a result of surplus staff or layoff or engaging in remunerative employment with an employer other than the Board.
  - b. The Educational Leave Committee may approve as another program a program related to specific needs of the District, such as:
    - i. specific training to obtain expertise in a particular area;
    - ii. a research project;
    - iii. a curriculum or program or evaluation of the same;
    - iv. a workshop or conference presentation or attendance;
    - v. school or other educational institutional visitation; and
    - vi. the assumption, on a temporary basis, of district duties as assigned by the Superintendent.
6. The Educational Leave Committee shall be established to consider applications and make recommendations to the Board. The Committee shall consist of an equal number of representatives appointed by the Board and the SEPF.
7. Applications must be submitted to the Educational Leave Committee by March 15 for the next school year.
8. Upon request and on the recommendation of the Educational Leave Committee, the Board may grant a teacher a leave of absence, with full or partial salary, for up to one (1) year for the purpose of educational improvement.
9.
  - a. A teacher who has been granted an Educational Improvement Leave with full pay for a period of four (4) months or more shall indicate in writing a commitment to remain in the employ of the Board for a minimum of two (2) years following the end of the leave.
  - b. If the teacher voluntarily terminates employment with the Board before the two (2) years have elapsed, the Board may require the employee to reimburse the Board for a prorated portion of the leave salary. The Board may not require reimbursement if the leave was for purposes involving continued work for the Board such as those in paragraph 5 (b).

10. While a teacher is on leave, all benefits, salary increments, sick leave credit and seniority shall continue as though the teacher continued in the employ of the Board.
11. Unless otherwise approved by the Board, the teacher shall continue to pay their share of all benefit premiums and pension contributions.

#### **ARTICLE G.39 RELIGIOUS LEAVE [P]**

A teacher shall be granted, upon request, leave of absence with pay for the observance of up to three (3) holy days in the school year.

#### **ARTICLE G.40 SOCIAL, CULTURAL, ATHLETIC PARTICIPATION AND CONFERENCE ATTENDANCE LEAVE [P]**

Upon request, the Superintendent may grant a teacher leave of absence, with the deduction of the cost of the teacher teaching on call, up to a maximum of five (5) days per school year for participation as an official, delegate, participant or contestant in regional, provincial, national or international events.

#### **ARTICLE G.41 PUBLIC OR CIVIC DUTY LEAVE [P]**

##### **1. Recognition**

The Board recognizes the right of a teacher to participate in public affairs.

##### **2. Leave for Candidate**

- a. When a teacher is nominated as a candidate and applies for a leave of absence to contest a Provincial or federal election, the teacher shall be granted leave of absence without pay during the election campaign.
- b. When a teacher is nominated as a candidate and applies for a leave of absence to contest a Municipal or Regional election, the teacher shall be granted leave of absence without pay for a maximum of five (5) working days.

##### **3. Public Duties**

- a. Teachers elected as Members of Parliament or Members of the Legislative Assembly shall be granted leave of absence without pay for the full term of the teacher's mandate. The teacher shall pay the full cost of any benefits maintained during the leave of absence. The period of leave would not be credited to a teacher's teaching experience.



- b. Upon completion of the final term for which a teacher is elected, the leave of absence is deemed to be complete.
- c. Teachers elected or appointed to municipal office, regional district or public board for which remuneration is received shall be granted leave of absence, at the cost of a substitute, of up to ten (10) days in any one school year. Additional leave of absence may be approved by the Board.
- d. Teachers taking a leading part in a community service for which they receive no remuneration may be granted, at no cost or at the cost of a substitute, leave of absence on special occasions to attend functions connected with that activity.

#### **ARTICLE G.42      WORKERS' COMPENSATION BOARD BENEFITS [P]**

- 1. Where a teacher is absent due to compensable injury and is in receipt of Workers' Compensation Board benefits, the Board will receive such benefit and shall pay the teacher's regular salary provided that the teacher has sick leave to their credit. The sick leave credit shall be reduced by the difference between the teacher's regular pay and the Workers' Compensation Board benefit.
- 2. When the sick leave credit is exhausted, the teacher will receive the Workers' Compensation Board benefit only. The amount of Workers' Compensation Board benefit received by the Board shall not be reported as taxable income on the teacher's T4 statement.
- 3. Subject to Workers' Compensation Board Act and Regulations, 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.

#### **ARTICLE G.43      DEPARTMENT OF NATIONAL DEFENCE SECONDMENT [P]**

- 1. An employee shall be granted, upon request, a leave of absence with pay, excluding any allowance, for a maximum period of two (2) years for positions with the Department of National Defence (DND) or the Canadian International Development Agency (CIDA), provided the Board is reimbursed for salary and benefit (including pension) costs. Upon the approval of the Superintendent or designate such leave may be extended a further one (1) year.
- 2. To be eligible the employee must be on a continuing appointment.
- 3. Applications must be submitted upon approval by the DND or CIDA.
- 4. For the purpose of this Article, all equivalent benefits (including pension), salary, increment credit, sick leave accrual and seniority accrual shall continue as though the employee has continued to be employed by the Board.

#### **ARTICLE G.44      UNIVERSITY OR COLLEGE TEACHING SECONDMENT [L]**

1. An employee may be granted, upon request, a leave of absence with pay excluding any allowances as determined by the university or college for a maximum period of one (1) year for teaching or secondment to a recognized university or college, provided the Board is reimbursed for salary and benefit (including pension) costs. Upon the approval of the Superintendent or designate such leave may be extended a further two (2) years.
2. Applicants for this leave provision must be on a continuing appointment.
3. Applications for leave must be submitted upon approval of the university or college.
4. For the purpose of this Article, all equivalent benefits (including pension), salary increment credits, sick leave accrual and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave will be reduced by days absent for illness.

#### **ARTICLE G.45      TEACHER EXCHANGE LEAVE [L]**

1. An employee may be granted, upon request, up to one (1) year's leave of absence with pay, excluding any allowances, for an exchange with an employee from other parts of British Columbia, Canada, or other countries. Upon the approval of the Superintendent or designate such leave may be extended a further two (2) years.
2. Prior to approving an exchange, the Superintendent or designate must agree that the employee coming to this school district has suitable qualifications to take the place of the employee with whom the exchange is arranged.
3. Applicants for these leaves must have at least five (5) years of teaching experience in the District.
4. Applications must be submitted according to the deadlines of the respective jurisdictions.
5. For the purpose of this Article, all equivalent benefits (including pension), salary increment credit, sick leave accrual and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave will be reduced by days absent for illness.

#### **ARTICLE G.46      TEACHER REGULATION BRANCH (TRB) SECONDMENT [P]**

1. An employee shall be granted, upon request, up to two (2) years full time or part-time leave of absence with pay upon election to the BC Teacher's Council, subject only to the Board being reimbursed for salary and benefit costs (including pension). Such leave shall be extended upon re-election to the Council.

2. For the purpose of this Article, all benefits (including pension), salary increment credits, sick leave accrual and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave shall be reduced by days absent for illness.

#### **ARTICLE G.47      MINISTRY OF EDUCATION SECONDMENT [P]**

1. An employee may be granted, upon request, up to one (1) year's leave of absence with pay, excluding any allowances, for the purpose of secondment to the Ministry of Education, provided the Board is reimbursed for salary and benefit costs (including pension) by the Ministry. Upon the approval of the Superintendent or designate such leave may be extended a further two (2) years.
2. To be eligible for this leave, an employee must be on a continuing appointment.
3. Applications must be submitted according to the posted deadlines of the Ministry.
4. For the purpose of this Article, all benefits (including pension), salary increment credit, sick leave accrual and seniority accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick leave will be reduced by days absent for illness.

#### **ARTICLE G.48      BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF), AND CANADIAN TEACHERS' FEDERATION (CTF) SECONDMENT [P]**

1. An employee shall be granted, upon request, up to four (4) years' full-time leave of absence without pay if the employee is appointed to a position on the staff of the BCTF or CTF.
2. If an employee is elected to a part-time position with the BCTF or CTF, leave of absence with pay shall be granted upon request for up to two (2) years, subject only to the Board being reimbursed for the salary and benefit (including pension) costs. Upon request, such leave shall be extended upon re-election.
3. If an employee is elected to a part-time position with the BCTF or CTF, a part-time leave of absence with pay shall be granted upon request for up to two (2) years, subject only to the Board being reimbursed for salary and benefit including pension) costs. Upon request, such leave shall be extended upon re-election.
4. For the purpose of this Article, salary increment credits and seniority accrual shall continue as though the employee has continued in the employment of the Board.

5. If the leave is part-time, all benefits including pension (unless the employee requests otherwise), and sick leave accrual shall continue as though the employee has continued in the employment of the Board. The employee's accumulated sick time will be reduced by days absent for illness.
6. A teacher returning from a BCTF or CTF secondment shall be guaranteed their choice between returning to the same position or accepting a comparable position.

#### **ARTICLE G.49      GENERAL/PERSONAL LEAVE [L]**

1. Les membres du personnel enseignant peuvent vouloir un congé prolongé pour diverses raisons, y compris des congés de compassion ou personnels ou de développement professionnel.
2. An employee may be granted, upon request, a leave of absence without pay up to a maximum of one (1) year for personal reasons. Upon the approval of the Superintendent or designate such leave may be extended a further year.
3. To be eligible for this Article an employee must be on a continuing appointment.
4. An employee on general/personal leave may choose to continue benefit coverage during the leave by paying the employee's and the Board's benefit premium.
5. La date d'échéance des demandes est le 31 mars de l'année courante pour les congés d'un trimestre, d'un semestre ou plus. Les demandes pour les congés à court terme devraient être faites dès que le besoin est connu.

#### **ARTICLE G.50      DEFERRED SALARY LEAVE PLAN [L]**

1. The Board shall administer the Deferred Salary Leave Plan. (See Appendix C)
2. The Board's only financial obligation shall be to administer the Deferred Salary Leave Plan.
3. The Deferred Salary Leave Plan shall be governed by a Deferred Salary Leave Plan Committee composed of two (2) members appointed by the SEPF and two (2) members appointed by the Board. The Committee shall have the authority to establish the original details of the plan and to make such amendments to the plan as are necessitated by changes in Revenue Canada regulations governing such plans.
4. An employee may be granted, upon request, a leave of absence for purposes of a deferred salary leave, such leave to commence at a time agreeable to the Board.
5. À son retour, l'enseignant sera affecté à la même école avec le même pourcentage continu de tâche qu'il avait avant son départ.

6. An employee granted leave under this clause shall not be entitled to salary increment credit during the period of the leave unless the leave is taken for relevant professional advancement or educational upgrading.

#### **ARTICLE G.51      RETURN FROM LEAVE [P]**

1.
  - a. Un enseignant revenant durant la même année scolaire que son congé ou après une absence maximum d'un (1) an réintégrera l'école et obtiendra le pourcentage continu de tâche détenu au début de son congé.
  - b. Exceptionnellement, un enseignant revenant après une absence maximum de deux (2) ans pour travailler pour un organisme de développement international à but non lucratif réintégrera l'école et obtiendra le pourcentage continu de tâche détenu au début de son congé.
2. Except where otherwise specified in this Agreement, a teacher returning from a leave greater than one (1) school year shall have no greater priority to a continuing appointment than that provided in Article E.31 (Filling Vacancies).

## **LETTER OF UNDERSTANDING NO. 1**

### **BETWEEN**

**The British Columbia Teachers' Federation**

### **AND**

**The British Columbia Public School Employers' Association**

### **Re: Designation of Provincial and Local Matters**

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

Signed this 8<sup>th</sup> day of March, 2013

Original signed by:

“Jim Iker”

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For BCTF

“Renzo Del Negro”

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For BCPSEA

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

### **Housekeeping – Form Issues**

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

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

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



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

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

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

### **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

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

**January 22, 2021 - Provincial Matters**

<b>Appendix 2</b> <b>LOCAL MATTERS</b>
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**Appendix 2 – Local Matters**  
**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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

**Section B – Salary and Economic Benefits**

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

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

## **Section F – Professional Rights**

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

## **Section G – Leaves of Absence**

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

January 22, 2021 - Local Matters.



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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

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

For BCTF:  
“R. Worley”

For BCPSEA:  
“K. Halliday”

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

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

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

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

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

British Columbia Teachers’ Federation

British Columbia Public School  
Employers’ Association

“R. Worley”

“K. Halliday”

**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

Signed this 25<sup>th</sup> day of June, 2012  
Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

**Between**

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

**And**

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

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

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

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*Not applicable in SD 93*

**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**

*Not applicable in SD 93*

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Employment Equity – Aboriginal Employees**

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Teacher Supply and Demand Initiatives**

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

**Remote Recruitment & Retention Allowance:**

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

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

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

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

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

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

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

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

*Revised: March 26, 2020*

Original signed by:

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Jacquie Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

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

**School Name**

**Town/Community**

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

Ecole Jack Cook

Terrace



## **LETTER OF UNDERSTANDING No. 6**

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

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

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

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

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

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

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

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

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

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

The following examples are intended to provide further clarification:

#### Example 1

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

#### Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

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

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

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

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Jim Iker  
For BCTF

March 26, 2020		March 26, 2020
Date		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]<sub>1</sub> / 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



## Appendix A to Letter of Understanding No. 9

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

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

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

**LETTER OF UNDERSTANDING No. 10**

**BETWEEN:**

**BOUNDARY TEACHERS' ASSOCIATION**

**AND**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION**

**AND**

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

**AND**

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

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

*Not applicable in SD 93*

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

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

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

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

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

BCPSEA

BCTF

April 22, 2015

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

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

**THEREFORE THE PARTIES AGREE THAT:**

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



### Shared Commitment to Equitable Access to Learning

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

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

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

### Agreement to be Implemented

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

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

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

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

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

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

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

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

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

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

The size of primary classes shall be limited as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Non-Compliance

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

- compelling family issues;
- sibling attendance at the same school;

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

### Remedies for Non-Compliance

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

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

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

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

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

## **LETTER OF UNDERSTANDING NO. 13**

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

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

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

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



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

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

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 14**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Cultural Leave for Aboriginal Employees**

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

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

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

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

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

Discussions will take place prior to June 30, 2020.

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

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

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

*Original signed by*

British Columbia Public School Employers'  
Association

British Columbia Teachers Federation

Alan Chell

Teri Mooring

Alan Chell, BCPSEA Board Chair

Teri Mooring, President

**LETTER OF UNDERSTANDING NO. 16**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Early Career Mentorship**

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

**LETTER OF UNDERSTANDING NO. 17**  
**BETWEEN**  
**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**  
**AND THE**  
**BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**Re: Potential Grievance Resolution**

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

## APPENDIX A

### MEMORANDUM OF AGREEMENT

Between the British Columbia Teachers' Federation and British Columbia Public School Employers' Association - on behalf of the: Francophone Teachers' Association and Conseil Scolaire Francophone de la Colombie-Britannique

#### **Re: Contracting-In of Services Between CSF and Other Public School Districts**

1. The parties agree that, notwithstanding the terms and conditions provided for in Article A.4 (No Contracting Out), «contracting-in», or the purchase of instructional services by the CSF from other public school districts shall be allowed if the following conditions have been met:
  - a. The position is less than .5 FTE;
  - b. Subject to posting and filling position provisions, the position has been posted and no SEPF member has applied for the position, or where members have applied, none of the applicant(s) possess the necessary qualifications;
  - c. Notwithstanding b., assignments for short term emergencies do not require posting. Such assignments shall be for no more than twenty (20) school days and shall not be repeated within the same assignment within the same school year. For such assignments, teachers on call will be considered prior to «contracting-in». The SEPF shall be notified of utilization of this provision;
  - d. The Board can show that no SEPF member will suffer a negative consequence as a result of the contracting-in, including layoff or partial layoff;
  - e. Prior notice has been provided to the SEPF, such notice to include:
    - i. where appropriate, a copy of the posting,
    - ii. indication that no one applied for the position or reasons as to why those who applied do not possess the necessary qualifications for the position in question;
  - f. A position shall not be «contracted-in» for more than one school year or beyond one school year;
  - g. Should the SEPF believe the conditions a. to f. above have not been met, the SEPF may refer the issue to Step 2 of the TCA Article A.6 (Grievance Procedure).
2. For purposes of this Memorandum of Agreement, necessary qualifications shall be as defined in Articles E.3 and E.4, Posting and Filling Vacant Positions.

## **APPENDIX B**

### **DEFERRED SALARY LEAVE PLAN**

#### **1. DEFINITIONS**

«Accrued Interest» means the amount of interest earned in accordance with clause 3.2 on the monies retained by the Board on behalf of the Participant calculated from:

- a) the first date any of such monies have been received by the eligible financial institution, or
- b) the last date to which interest has been paid in accordance with clause 3.3 whichever is later.

«Association» means the Francophone Teachers' Association.

«Board» means the Conseil Scolaire Francophone de la Colombie-Britannique.

«Committee» means the Deferred Salary Leave Plan Committee as outlined in Article G.21.

«Current Compensation Amount» means the total compensation payable by the Board to the Participant for the school year, including their proper grid salary and all allowances per the current Salary Agreement in force.

«Deferred Compensation Amount» means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.2 but less all interest paid to the Participant in accordance with clause 3.4.

«Eligible Teacher» means a teacher with a continuing contract.

«Leave of Absence» means the half of a school year or school year defined in clause 4.5.

«Memorandum of Agreement» means the agreement described in Appendix G.

«Participant» means an Eligible Teacher whose application for participation in the Plan has been approved by the Board in accordance with clause 2.3 and who has completed a Memorandum of Agreement.

«Plan» means the plan set out in this appendix, and includes all amendments thereto.

## **2. APPLICATION**

- 3.1 In order to participate in the Plan, an Eligible teacher must make written application to the Human Resources Department on or before March 31, stating the date when the Eligible Teacher wishes to participate in the Plan.
- 3.2 The approval of each application made under clause 2.1 shall rest solely with the Board. The Human Resources Department shall, one month prior to the requested commencement of deferrals under the plan, or at a date otherwise agreed between the Board and the Association advise each applicant of the Board's approval or disapproval of their application and if the latter, an explanation therefor.
- 2.3 If the Board gives its approval in accordance with clause 2.2, the participation of the Eligible Teacher in the plan will become effective on the date requested by the Eligible Teacher, or if such date is not agreed to by the Board, then on a date which is agreed to by the Board and the Eligible Teacher.
- 2.4 Before becoming a Participant, an Eligible Teacher must complete and sign a Memorandum of Agreement which is accepted by or on behalf of the Board.

## **3. FUNDING FOR LEAVE OF ABSENCE**

Funding for the Leave of Absence shall be as follows:

- 3.1 During each school year prior to the Leave of Absence the Participant, for a maximum of five school years, will receive their current compensation amount, less the percentage amount which the Participant has specified in the Memorandum of Agreement for the school year in question which is to be retained by the Board. Such percentage amount will be retained by the Board less statutory deductions and other withholdings and be invested in accordance with clause 3.2.
- 3.2 Monies retained by the Board for each Participant in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.3) shall be pooled and shall be invested only with the financial institution administering the Board's business. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days.
- 3.3 In the event that any of the monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institution, the Board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.
- 3.4 So long as this Agreement is considered by Revenue Canada (Taxation) to be an «investment contract» coming within paragraph 12(11)(a) of the Income Tax Act (Canada), or a similar provision applies, the Board shall on each date specified in clause 4 of the Memorandum of Agreement, pay to the Participant the Accrued Interest to such date. The Participant hereby irrevocably directs the Board to make such payments on its behalf into an account of the Participant.



3.5 The Payroll Department shall make an Annual Report to each Participant as to the amount of deferred salary retained by the Board for such Participant, including any interest earned thereon which has not been paid out in accordance with clause 3.3. The Annual Report shall be made not later than July 31 of each year while the Participant participates in the Plan.

3.6 The Board's only financial obligation shall be to administer the Deferred Salary Leave Plan.

#### **4. TAKING OF LEAVE OF ABSENCE**

The taking of a Leave of Absence shall be governed by the following provisions:

4.1 The Leave of Absence shall occur according to Article G.21 and the Memorandum of Agreement signed by the teacher and the Board.

4.2 The manner of payment to the Participant during the Leave of Absence shall be in installments commencing September 30, being approximately equal to one-tenth of the monies held by the Board for the Participant in accordance with clause 3.1 as determined at the beginning of the Leave of Absence, unless otherwise directed by the Participant prior to September 1 of the Leave of Absence. In no event shall payment be made more frequently than monthly.

4.3 The total of the payments to be made to a Participant, in accordance with Clause 4.2, during a leave of absence, shall be the deferred compensation amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of the Participant.

4.4 Notwithstanding the date shown in paragraph 2 of the Memorandum of Agreement for a requested Leave of Absence, a Participant may, with the consent of both the Board and the Association, given not less than five (5) months prior to the scheduled date, postpone such leave for one year.

4.5 The Leave of Absence shall be for a period of one half of a school year or one school year.

4.6 A Leave of Absence of one half of a school year shall be taken in the first half or in the second half of the school year.

#### **5. BENEFITS**

The providing of benefits will be as follows:

5.1 During a Leave of Absence, the responsibility for payment of premiums for benefits for a participant shall be as set forth in the agreement then in force. Where a Participant is obligated to pay the cost of any benefits during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on their request and deduct the monies so paid from the monies otherwise payable to the Participant during the Leave of Absence.

5.2 During the Leave of Absence, no sick leave credits will be earned.

5.3 The Board will make superannuation deductions required by the Teachers' Pension Act.

## **6. WITHDRAWAL**

- 6.1 A Participant who ceased to be employed by the Board also terminates participation in the Plan. Within sixty (60) days the Board shall pay to the Participant the Deferred Compensation Amount.
- 6.2 With the consent of the Committee, a Participant may withdraw from the Plan, upon giving written notice of withdrawal, not less than five (5) months prior to the date on which the leave of absence is to commence. Within sixty (60) days of such withdrawal the Board shall pay to the Participant the Deferred Compensation Amount.
- 6.3 Should a Participant die the Board shall within sixty (60) days of notification of such death to the Board, pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

## **7. SUSPENSION FOR PARTICIPATION IN THE PLAN**

- 7.1 A Participant may give notice to the Board stating that the Participant wishes to suspend their participation in the plan as at September 1 which immediately follows such notice, in which case the Board until further notice as provides in clause 7.2 shall pay the Current Compensation amount to the Participant as if they were not participating in the Plan, but the amounts previously retained by the Board and interest thereon in accordance with clause 3.2 (but less all interest paid to the Participant in accordance with clause 3.3) shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence. The amount so retained shall continue to earn interest until the Leave of Absence is granted or the Participant withdraws from the Plan.
- 7.2 A Participant who has given notice in accordance with clause 7.1 may give notice to the Board advising that they wish to become reinstated in the Plan in which case, on September 1 immediately following such notice, the Participant shall participate in the Plan for subsequent years.

## **8. TERMINATION OR AMENDMENT OF PLAN**

- 8.1 The Plan may be amended or terminated by agreement between the Board and the Association. Any amendment(s) shall be binding upon all present and future Participants.
- 8.2 No amendment shall be made to the Plan which will prejudice any tax ruling which was applicable to the Plan prior to the amendment.

## DEFERRED SALARY LEAVE PLAN MEMORANDUM OF AGREEMENT

I have read Article G.21 and Appendix F regarding the Deferred Salary Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

### 1. ENROLLMENT

My enrolment in the Plan and the deferrals shall become effective for the school year commencing September 1, \_\_\_\_\_.

### 2. YEAR OF LEAVE

I shall take my Leave of Absence from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, but I shall have the right in accordance with Clause 4.6 to postpone such leave for one year.

### 3. FUNDING OF LEAVE OF ABSENCE

In accordance with Clause 3.1, I direct that the percentage amounts set out in this clause be deducted from my Current Compensation Amount and deposited on my behalf with respect to my participation in the plan for the following school years:

a) le congé est d'une demi-année

Nombre d'années de déduction	% de déduction	% payé durant le congé d'une demi-année
1 ½ ans	25 %	75 % (la ½ année de la 2 <sup>e</sup> année)
2 ½ ans	16.67 %	83.33 % (la ½ année de la 3 <sup>e</sup> année)
3 ½ ans	12.50 %	87.5 % (la ½ année de la 4 <sup>e</sup> année)
4 ½ ans	10 %	90 % (la ½ année de la 5 <sup>e</sup> année)

b) le congé est d'une année

Nombre d'années de déduction	% de déduction	% payé durant le congé
2 ans	33.33 %	66.66 % (la 3 <sup>e</sup> année)
3 ans	25 %	75 % (la 4 <sup>e</sup> année)
4 ans	20 %	80 % (la 5 <sup>e</sup> année)

#### **4. PAYMENT OF ACCRUED INTEREST**

So long as the Plan is considered by Revenue Canada (Taxation) to be an “investment contract” coming within paragraph 12(11) (a) of the Income Tax Act of Canada, or a similar provision is in effect, this provision shall apply. Unless I make the election noted below, I direct the Board to pay Accrued Interest to me on each of the following dates

- i) the December 31 which occurs three years after the end of the calendar year in which I become a participant;
- ii) each third anniversary of the date specified in Clause (i) the last day of the Leave of Absence.
- iii) The last day of the Leave of Absence

## ELECTION

I elect as follows:

In lieu of the preceding sentence, I direct the Board to pay accrued interest to me on each of the following dates:

- i) the December 31 which occurs at the end of the calendar year in which I become a participant;
- ii) each December 31 occurring after the date specified in Clause (i) above; and
- iii) the last day of the Leave of Absence

Date: \_\_\_\_\_

Participant's signature \_\_\_\_\_

Address \_\_\_\_\_

**AGREED TO BY THE BOARD**

Date: \_\_\_\_\_

Human Resources Department

□ □

In order to make the election, the participant is to initial, and if initialed such election shall be deemed to have been made. The effect of the election is that so long as paragraph 4 applies, the Participant will receive Accrued Interest annually rather than every three (3) years.

**School District No. 93**  
**Deferred Salary Leave Plan (DSLP)**  
Calculation of Deductions

	<b><u>DEFERRAL PERIOD</u></b>	<b><u>LEAVE PERIOD</u></b>
1. Unemployment Insurance	based on gross before DSLP	no deduction
2. Canada Pension Plan	based on net after DSLP	deduction based on tables
3. Income Tax	based on net after DSLP	deduction based on tables
4. Teacher Superannuation	based on gross before DSLP	(a) no deduction
5. Long Term Disability	based on gross before DSLP	no deduction
6. Salary Indemnity	based on gross before DSLP	no deduction
7. Medical/ EHB/ Dental	regular deductions	(b) no deduction (c)
8. Group Life	based on gross before DSLP	(b) no deduction (d)
9. Voluntary Life	based on gross before DSLP	(b) no deduction (d)
10.CCTA and BCTF dues	based on gross before DSLP	no deduction

- (a) It is up to the individual to apply for and pay for the reinstatement of the leave period. No deductions can be taken from payroll for this purpose
- (b) The employee can arrange for coverage to be continued by paying the full cost premiums. These amounts may be deducted from the deferred payout if the employee requests such deduction.
- (c) If the employee does not continue coverage for these plans, the result may be as follows:
- 1) Medical - No coverage during the leave period
  - 2) EHB - No benefits during the leave period and the employee must provide evidence of insurability to the carrier who will decide whether or not coverage will be extended.
  - 3) Dental - no benefits during the leave period and reduced benefits for up to the first three years on rejoining the plan
- (d) Provision for Group Life and Voluntary Life are the same as those for Extended Health.

N.B. :

1. This information is subject to change.
2. Employees are strongly advised to consult with the Payroll Department before commencing a leave so as to ensure continuation of benefit coverage.

## APPENDIX C

### BENEFITS

**Extended Health Benefit Plan: See Appendix A to Letter of Understanding No. 9**

#### Dental

Franchise	None
Discontinuation due to age	70 years old or at retirement, depending on which comes first
Basic Services	100% – No limit (maintenance exams, fillings, minor and complex surgeries)
Endodontics/Periodontics	100% – No limit
Major Services	60 % – prostheses, crowns, bridges
Orthodontics	60% – Adults and children are covered – \$2,500 per lifetime. Effective July 1, 2015, coverage is 75% with a \$5,000 per lifetime limit.
Rates of oral proceedings	Rates of current province of residence
Dual Coverage within the bargaining unit	Allowed as of July 1, 2015

#### Disability

Schedule	50% of gross salary – non taxable + contribution to the Teachers' Pension Plan
Maximum	120 days

#### Long-term disability

Schedule	65% of the first \$2,5000 50% of the next \$40,000\$ 40% for the rest
----------	---

#### Optional Life-Time Insurance (premium paid by the insured)

The optional life insurance is available at low cost through payroll deductions.  
Coverage is available in increments of \$10,000 up to \$500,000 per person.  
Please visit this website:  
[http://bctf.ca/uploadedfiles/Salary\\_Benefits/VoluntaryGroupInsurance.pdf](http://bctf.ca/uploadedfiles/Salary_Benefits/VoluntaryGroupInsurance.pdf)

#### AD&D Optional Insurance (premium paid by the insured)

The AD & D (accidental death and dismemberment) Optional is available at low cost through payroll deductions.  
Coverage is available in increments of \$ 10, 000, up to \$ 500,000.  
Please visit this website:  
[http://bctf.ca/uploadedfiles/Salary\\_Benefits/VoluntaryGroupInsurance.pdf](http://bctf.ca/uploadedfiles/Salary_Benefits/VoluntaryGroupInsurance.pdf)

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