

**A Working Document**

**2019-2022**

**PROVINCIAL COLLECTIVE AGREEMENT**

between

**B.C. PUBLIC SCHOOL EMPLOYERS' ASSOCIATION ("BCPSEA")**

and

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

**AS IT APPLIES IN SCHOOL DISTRICT NO. 36 (SURREY)**

Between

The Board of Education in School District No. 36  
(hereinafter referred to as "The Employer" or "The Board")

And

The Surrey Teachers' Association  
(hereinafter referred to as "The Local" or "The Association" or the "STA")

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

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

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Previously negotiated local articles commence at Article 20 in each Section.  
Previously negotiated local provisions which have been moved into Common  
Provincial provisions are identified below a heading of “Local Provisions.”**

**NOTE: Any Article or clause in this Agreement which does NOT apply to adult education teachers is preceded by an asterisk (\*).**

## SECTION A THE COLLECTIVE BARGAINING RELATIONSHIP

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

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

- A.1.1 Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2019 to June 30, 2022. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
- A.1.2 In the event that a new Collective Agreement is not in place by June 30, 2022 the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
- A.1.3 All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
- A.1.4.
- a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- A.1.5.
- a. Changes in those local matters agreed to by a local [Surrey Teachers' Association] and the employer [School District No. 36 (Surrey)] 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 [The Surrey Teachers' Association] and the employer [the District] must agree to the manner and timing of implementation of a change in a local matter.

- c. i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
- ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

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

- A.2.1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
- A.2.2. Pursuant to *PELRA*, the Board of Education for School District #36 (Surrey) recognizes the Surrey Teachers' Association as the teachers' union for the negotiation in that School District #36 (Surrey) of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that School District #36 (Surrey) subject to *PELRA* and the Provincial Matters Agreement.
- A.2.3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by collective agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

## **ARTICLE A.3 MEMBERSHIP REQUIREMENT**

- A.3.1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the Surrey Teachers' Association, subject to Article A.3.2.
- A.3.2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local [Surrey Teachers' Association] in accordance with this Collective Agreement.



## **ARTICLE A.4 LOCAL [SURREY TEACHERS' ASSOCIATION] AND BCTF DUES DEDUCTION**

- A.4.1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local [Surrey Teachers' Association] 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 [Surrey Teachers' Association] respectively. The employer further agrees to deduct levies of the BCTF or of the local [Surrey Teachers' Association] established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
- A.4.2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local [Surrey Teachers' Association] application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local [Surrey Teachers' Association] in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
- A.4.3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
- A.4.4. The form and timing of the remittance of local [Surrey Teachers' Association] fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local [Surrey Teachers' Association] and the employer.
- A.4.5. The employer shall provide to the BCTF and the local [Surrey Teachers' Association] at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

## **ARTICLE A.5 COMMITTEE MEMBERSHIP**

- A.5.1. Local [Surrey Teachers' Association] representatives on committees specifically established by this Collective Agreement shall be appointed by the local [Surrey Teachers' Association].

- A.5.2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local [Surrey Teachers' Association] about the mandate of the committee, and the local [Surrey Teachers' Association] shall appoint the representatives. The local [Surrey Teachers' Association] will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent, or designate, and the president or designate of the local may meet and discuss the matter.
- A.5.3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher teaching on call (TTOC) costs shall be borne by the employer.
- A.5.4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a "half day" meeting shall receive a half day's pay. If the meeting extends past a "half day," the TTOC shall receive a full day's pay.

[Note: See Article B.2.11.c]

#### **LOCAL PROVISIONS:**

- A.5.5 When the board establishes a district committee which is given terms of reference which will affect the role of Association members, the Association will be invited to participate in the work of the committee.
- A.5.6 Subject to confidentiality parameters, any Association member who participates in the work of a district committee shall have the right to report directly to the President on a regular and frequent basis.

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

#### **A.6.1. Preamble**

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

## Steps in Grievance Procedure

### A.6.2. Step One

- a. The local [Surrey Teachers' Association] 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 [Surrey Teachers' Association], the grievor shall be accompanied at this meeting by a representative appointed by the local [Surrey Teachers' Association].
- b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

### A.6.3. Step Two

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

### A.6.4. Step Three

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a the local [Surrey Teachers' Association] 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 [Surrey Teachers' Association] and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

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

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

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

#### **A.6.5. Omitting Steps**

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

#### **A.6.6. Referral to Arbitration: Local Matters**

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

#### **A.6.7. Referral to Arbitration: Provincial Matters**

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

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

#### **A.6.8. Arbitration (Conduct of)**

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

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

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

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

### **A.7.1 Scope**

By mutual agreement, the parties may refer a grievance to the following expedited arbitration process. [\*See also A.7.3]

### **A.7.2 Process**

- a. The grievance shall be referred to one of the following arbitrators:
  - i. Mark Brown
  - ii. Irene Holden
  - iii. Chris Sullivan
  - iv. Elaine Doyle
  - v. Judi Korbin
  - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.

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

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

- a. Individual grievances may be referred to expedited arbitration by the party initiating a grievance relating to:
  - i. Posting and Filling of vacancies under Articles E.26, E.27 and E.28,
- b. The party initiating the grievance will provide in writing to the other party complete details of the grievance, the Agreement Article allegedly violated, and the redress being sought. (See also: Article A.6.8)
- c. Prior to referral to arbitration, the parties shall meet and attempt to resolve the matter in dispute. This meeting shall take place within seven (7) days after the initiation of the grievance. Should the meeting not take place within the stated time line, the grieving party shall have the option of proceeding directly to arbitration.
- d. Should there be no resolve of the matter in dispute, the parties shall meet within a reasonable time prior to the arbitration hearing and attempt to agree on a Statement of Facts.
- e. If there is more than one (1) grievance, then the grieving party shall select which grievance will proceed first, and thereafter the parties will alternate selecting the order of the other grievances. Where there are multiple grievances being processed, they shall all be referred to arbitration at the same time.
- f. Legal representation shall not be used at hearings under the expedited arbitration process.
- g. Unless the parties agree otherwise, the arbitrator shall be selected by rotation from the following list. Nothing shall prevent the parties from mutually agreeing to an arbitrator who is not on the list:

John Kinzie	Lynn Smith
Heather Laing	Colin Taylor
- h. The arbitrator shall hear the grievance within fourteen (14) days of the grievance being referred to expedited arbitration, and shall render a decision within a further seven (7) days. If these time lines cannot be met by the selected arbitrator, the next arbitrator from the list who can meet the time lines shall be selected. The decision of the arbitrator shall be final and binding. All mutual costs of the arbitration shall be shared equally between the parties. Each party will bear its own costs.

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

- A.8.1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.



- A.8.2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
- A.8.3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
- A.8.4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

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

- A.9.1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
- A.9.2.
  - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
  - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
- A.9.3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
- A.9.4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

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

- A.10.1 Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.
- A.10.2 Upon written request to the superintendent or designate from the Ministry of Education, a teacher teaching on call (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the collective agreement.
- A.10.3 Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

**ARTICLE A.20 GLOSSARY OF TERMS**

**NOTE:** These definitions apply to all provisions except for provisions specifically negotiated between BCPSEA and the BCTF [Articles A.1- A.10, B.1- B.12, C.1, C.2, D.3 –D.5, E.1, E.2, G.1 – G.7].

**A.20.1 SURREY TEACHERS' ASSOCIATION MEMBER**

The term "Surrey Teachers' Association member" as used in this Agreement means all Board employees hired as:

- a. Teachers,
- b. School psychologists,
- c. Speech/Language pathologists,
- d. Teachers Teaching On Call ("TTOC"),
- e. Adult education teachers falling within the certification held by the BCTF,
- f. Summer school teachers,
- g. District Behaviour Specialists,
- h. District Social Workers.

## **A.20.2 EMPLOYEE**

The term "employee" as used in this Agreement means those persons employed by the Board for whom the Surrey Teachers' Association has been recognized as sole bargaining agent in Article A.2, but excludes Teachers Teaching On Call and summer school teachers except where a provision of this Agreement has been specifically extended to include Teachers Teaching On Call and/or summer school teachers.

## **A.20.3 TEACHER**

- a. "Teacher" means a person employed by the Board in a capacity which as a condition of employment requires a valid and subsisting teaching certificate of qualification issued by the Teacher Regulation Branch or a Letter of Permission.
- b. "Adult education teacher" means Continuing Education employees providing instruction in adult education programs in Adult Education High School Completion Programs (credit course) and Adult Education Academic Upgrading Programs (Adult Basic Education, General Education Development, Pre-General Education Development, Literacy and Adult Education English Language Programs).

## **A.20.4 PRESIDENT**

The term "President" shall refer to the President of the Surrey Teachers' Association.

## **A.20.5 NECESSARY QUALIFICATIONS**

"Necessary qualifications" in respect to a teaching position means:

- a. Possession of a valid teaching certificate for the province of British Columbia, and
- b. A reasonable expectation by the Superintendent of schools, based on the teacher's university education or equivalent training and classroom experience, that the teacher will be able to perform the duties of the position from the commencement date of the assignment and,
- \*c. Where the Superintendent deems it appropriate, a written commitment by the teacher to undertake a Pro-D program related to the position to achieve a more fully qualified status relative to the new assignment within two (2) years of accepting the position.
- d. For an adult education teacher or prospective adult education teacher possessing the necessary qualifications, a B.C. Teaching Certificate will not be considered a condition of employment for all courses.
- e. For an adult education teacher or prospective adult education teacher, the evaluator's reasonable expectation will apply in Article A.20.5.b.

## **\*A.20.6 TERM SPECIFIC ASSIGNMENT**

- \*a. Employees on a term specific assignment are employees who are placed in a position for a term of up to and including a full school year.
- \*b. Term specific assignments will be awarded in each case where:
  - \*i. A vacancy is posted after the distribution of Catalogue of Vacancies #2 and before the publication of Catalogue of Vacancies #1 in the subsequent year, except as filled under Article E.26.8.b.
  - \*ii. An employee is appointed under a Letter of Permission.
  - \*iii. An employee is allowed to return to active service before the end of an approved leave of absence. (Upon the elapse of the time for which the leave was granted the employee will be eligible for a continuing assignment in accordance with Article E.28.8)
- \*c. Term specific assignments will be awarded when a vacancy is filled to replace an employee on
  - \*i. Leave of absence of more than seventy-five (75) days but less than six (6) months, or
  - \*ii. Indeterminate medical leave expected to exceed seventy-five (75) days duration and may be awarded, in either case, for lesser periods of duration.
- \*d. Where the term specific assignment ends at the end of a school year the employee will be placed in accordance with Article E.26.6.b.
- \*e. Where the term specific assignment ends during the school year (or where a position under Article E.26.6.b does not exist) the employee will be:
  - \*i. Reassigned as a permanent Teachers Teaching On Call pending reassignment to another position, or
  - \*ii. Reassigned to replace another employee who is on a term specific assignment, in which case the junior employee will be reassigned pursuant to Article A.20.6.e, or
  - \*iii. Laid off if there is no need for the employee's services as a Teachers Teaching On Call and there is no junior employee who could be replaced.

## **A.20.7 STUDENT TEACHER**

A Student Teacher is a person enrolled in a recognized university training program who may perform the duties and responsibilities of a teacher, as defined in the *School Act*, while under the direct supervision of their supervising teacher.

## **ARTICLE A.21 ASSOCIATED PROFESSIONALS**

- A.21.1 Associated professionals (school psychologists, speech/language pathologists, district behaviour specialists and district social workers as identified in Article A.20.1 and recognized in Article A.2) shall be paid in accordance with the salary schedule established in Appendix H.
- A.21.2 Placement on the salary schedule shall be:
- a. At the category which is most nearly equivalent to the category of teachers based on years of university-level training in the discipline, (see Article B.21) and
  - b. At an experience level determined in a manner parallel to Articles B.22 and B.23, and approved by the Joint Salary Review Committee.
- A.21.3 Except as specifically provided elsewhere in Article A.21, all other terms and conditions of employment established in this agreement shall apply to associated professionals.

## **ARTICLE A.22 NO CONTRACTING OUT**

- A.22.1 Services of the type and kind normally and regularly provided by Surrey Teachers' Association members shall continue to be provided only by members of the bargaining unit and will not be contracted out.
- A.22.2 Contracted services will be limited to services of a specialized nature other than the type and kind regularly provided to students by members of the bargaining unit or services members of the bargaining unit lack the necessary expertise to provide.
- A.22.3 In any case, these contracts will not exceed duration of one (1) year.
- A.22.4 The Board shall provide reasonable notice to the Surrey Teachers' Association of its intention to contract for such services.
- A.22.5 The Surrey Teachers' Association agrees that these provisions will not be raised as a barrier to technological change that is consistent with the provisions of this Article.
- A.22.6 Private tutoring services will not be permitted on school premises during normal instructional hours.

## **ARTICLE A.23 VOLUNTEERS IN ADULT EDUCATION PROGRAMS**

- A.23.1 Volunteers will be screened by the Principal / Vice Principal and, if accepted will be provided with appropriate orientation information.
- A.23.2 Employees will provide general supervision of volunteers working with students or in classrooms to whom/which the employee is assigned.

- A.23.3 Where the Principal / Vice Principal and the Adult Education Teacher agree, the services of volunteers may be utilized in specific classes; and where the Principal / Vice Principal and Adult Education Teacher further agree, specific volunteers will be assigned to such classes. In either case, neither the Principal / Vice Principal nor the Adult Education Teacher will unreasonably withhold their agreement.
- A.23.4 The Principal / Vice Principal may terminate the services of a volunteer for good and sufficient reason.

## **ARTICLE A.24 EXCLUSIONS FROM THE BARGAINING UNIT**

- A.24.1 If the Board intends to exclude a position from the bargaining unit, the Board shall inform the Surrey Teachers' Association of its intention to do so at least sixty (60) days prior to the proposed implementation of the change.
- A.24.2 The parties shall meet within fourteen (14) days to discuss the proposed change.

## **ARTICLE A.25 MANAGEMENT RIGHTS**

### **A.25.1 BOARD AUTHORITY**

The Surrey Teachers' Association recognizes the right and responsibility of the Board to manage and operate the school district, and agrees that the employment, assignment, direction and determination of employment status of the work force is vested exclusively in the Board, except as otherwise provided in this agreement or applicable legislation.

### **A.25.2 FAIRNESS**

The Board agrees that its right to manage will not be exercised in a discriminatory or arbitrary manner.

## **ARTICLE A.26 RIGHT TO REPRESENTATION**

- A.26.1 A representative of the Surrey Teachers' Association will attend a meeting between a Surrey Teachers' Association member and an administrative officer if the meeting is discipline-related, or if the Surrey Teachers' Association member or the administrative officer has reasonable cause to believe a representative of the Surrey Teachers' Association should be present.
- A.26.2 Should a meeting between a Surrey Teachers' Association member and an administrative officer become disciplinary, the meeting will be adjourned until such time as a representative of the Surrey Teachers' Association is able to be present.

- A.26.3 In the event that it is not possible to hold a meeting pursuant to Article A.26.1 because a Surrey Teachers' Association member refuses to have a Surrey Teachers' Association representative present, the administrative officer will convey written notice of their concerns to the Surrey Teachers' Association member, with copies to the President and the Human Resources Department.
- A.26.4 An administrative officer will not determine which Surrey Teachers' Association representative will attend any meeting.

## **ARTICLE A.27 ACCESS TO INFORMATION**

- A.27.1 Within seven (7) days of issue, or within such period as may reasonably be required following a written request, the Board will furnish the Surrey Teachers' Association, or its designated representatives:
- a. Copies of teacher staff change forms, salary grid placement lists, job postings, and seniority lists relating to Surrey Teachers' Association members,
  - b. Agendas and minutes of all regular Board meetings and attachments thereto,
  - c. Changes in district policies as they occur, and
  - d. Information or documentation which could reasonably be required for the processing of a grievance.
- A.27.2 On or about November 1 and March 15 the school district will provide the Surrey Teachers' Association, to the extent its electronic format permits, with the latest:
- a. Staff list indicating each Surrey Teachers' Association member's name, address, telephone and base school. (i.e., Report [ADDRS] Teachers' Name & Address List)
  - b. Staff list indicating the percentage worked by each employee at each work-site. (i.e., the Composite Staff List)
  - c. The Surrey Teachers' Association may make reasonable requests for the above staff lists at other times and the information will be provided within such period as may be reasonably required.
- A.27.3 Within a reasonable time after the adoption of new Surrey Teachers' Association educational policies, the Surrey Teachers' Association will forward these policies to the Superintendent's office. Further, each October the Surrey Teachers' Association will forward a copy of the Surrey Teachers' Association's current ***Policies and Procedures*** to the Superintendent's office.
- A.27.4 Further, within such period as may reasonably be required following a written request, the Surrey Teachers' Association will furnish the Board with existing documents which could reasonably be required for the processing of a grievance.

## **ARTICLE A.28 SURREY TEACHERS' ASSOCIATION'S ON-SITE RIGHTS**

### **A.28.1 BULLETIN BOARDS**

The Surrey Teachers' Association shall have the right to post notices of activities and matters of Surrey Teachers' Association concern on staff bulletin boards in each workplace at which Surrey Teachers' Association members are employed.

### **A.28.2 MEETING ACCOMMODATION**

- a. A Principal / Vice Principal may authorize the use of a school's facilities, without cost, for a meeting of Surrey Teachers' Association members employed in that location. Authorization will not be withheld unreasonably. Such meetings will not normally disrupt or interfere with the regular provision of instruction to students or the regular community use of facilities.
- b. An administrative officer may authorize the use of district facilities, without cost, for meetings involving Surrey Teachers' Association members from more than one (1) work location. Authorization will not be unreasonably withheld. Such use will not normally disrupt or interfere with the regular provision of instruction to students or the regular community use of facilities.
- c. An advance booking by the Surrey Teachers' Association may be relocated, in emergent circumstances, where the Board can arrange a suitable alternative site.
- d. The Surrey Teachers' Association will raise the matter with the Human Resources Department for a second review in the event that the Surrey Teachers' Association believes that it was unreasonable not to authorize the use of a facility.

### **A.28.3 DISTRICT COURIER SERVICE**

- a. The Surrey Teachers' Association shall have reasonable access to the district's courier service.
- b. The Surrey Teachers' Association shall have access to staff mail boxes for communication with members.
- c. The Surrey Teachers' Association's secretarial staff will be allowed access to the outgoing courier bags in order to insert mail to Surrey Teachers' Association members. This access will not disrupt the work of School Board employees working in the Mail Room.



#### **A.28.4 SCHOOL EQUIPMENT**

- a. Unless the use of such equipment has already been booked, a Principal / Vice Principal shall not unreasonably deny the use of school chairs and/or audio-visual equipment where the equipment has been requested for Surrey Teachers' Association meetings or Surrey Teachers' Association sponsored in-service. The Surrey Teachers' Association will reimburse the Board for any transportation or other costs incurred by the Board as a result of the Surrey Teachers' Association's use of such equipment, but such use will otherwise be without cost to the Surrey Teachers' Association.
- b. STARA representatives may utilize school photocopiers for Surrey Teachers' Association business when the photocopiers are not required for school use. The Surrey Teachers' Association will be billed for this service, at cost.

#### **A.28.5 ACCESS TO WORKSITE**

- a. Representatives of the Surrey Teachers' Association and the BCTF shall have access to the worksite to transact Surrey Teachers' Association business. Such access will not normally interfere with instructional duties.
- b. When requested to meet with an Surrey Teachers' Association representative who is processing a grievance, whether formally or informally, a Principal / Vice Principal shall meet with the Surrey Teachers' Association representative as soon as is reasonably possible.

### **ARTICLE A.29 SCHOOL STAFF REPRESENTATIVES**

- A.29.1 At the beginning of each school year, Surrey Teachers' Association members in each workplace shall elect a staff representative(s) in accordance with Surrey Teachers' Association practices.
- A.29.2 The staff representative(s) shall advise the Principal / Vice Principal of their election.
- A.29.3 Where a Principal / Vice Principal and a staff representative agree to convene a meeting pursuant to Article A.26.1, during instructional hours, the staff representative will be relieved of instructional duties with no loss of pay in order to provide the Surrey Teachers' Association member concerned with representation at the meeting.

### **ARTICLE A.30 PICKET LINE PROTECTION**

- A.30.1 A Surrey Teachers' Association member may refuse to cross or work behind a union picket line; however, pay will be deducted for any period of time for which a Surrey Teachers' Association member is absent because they elect not to cross any such picket line.
- A.30.2 The Board shall not request nor direct a Surrey Teachers' Association member to carry out duties normally performed by other Board employees who are engaged in a legal strike or lockout.

- A.30.3 The Board shall not order a Surrey Teachers' Association member to request, require, or direct pupils to carry out duties normally performed by employees engaged in a strike or lockout.
- A.30.4 Except in emergencies, a Surrey Teachers' Association member shall not be required to work at a site while persons are performing duties which would normally be performed by School District #36 employees on strike or locked out; however, pay will be deducted for any period of time for which a Surrey Teachers' Association member is absent by reason of exercising this right.
- A.30.5 Where Surrey Teachers' Association members exercise their rights under Article A.30.1:
- a. Surrey Teachers' Association members will escort all students under their direct supervision to the school Gymnasium and ensure that the Principal / Vice Principal (or STARA representative) has been notified before leaving the school.
  - b. A STARA representative will assist the Principal / Vice Principal in taking all reasonable efforts to provide for the safety and well being of the students before the STARA representative leaves the school.
  - c. When a Surrey Teachers' Association member chooses not to cross a picket line which has been set up before the Association member arrives at work, notice of the Surrey Teachers' Association member's decision shall be given as soon as reasonably possible.

#### **ARTICLE A.31 ACCESS TO PERSONNEL FILE**

- A.31.1 There shall be only one (1) personnel file maintained at the school district office for each Surrey Teachers' Association member. This file will contain only such material as is factual and relevant to the Surrey Teachers' Association member's employment.
- A.31.2 Upon application to the Human Resources Department, a representative of the Surrey Teachers' Association, duly authorized in writing by the President or designate, and the Surrey Teachers' Association member concerned, will be permitted, at a mutually convenient time, to inspect the personnel file of the teacher concerned.
- A.31.3 A Surrey Teachers' Association member who disagrees with a document in their personnel file may advise the Human Resources Department, in writing, of the disputed item and any such response will be entered in the Surrey Teachers' Association member's file.
- A.31.4 In the event that material which is not factual and/or relevant to the employment of the Surrey Teachers' Association member is found in the file, it shall be removed by the Board forthwith.
- A.31.5 On written request from the employee, a letter of discipline will be removed from the employee's personnel file five (5) years from the date of such letter, provided that during the five (5) year period the employee was not in receipt of a further letter of discipline.

A.31.6 The employee will be provided with a copy of any letter of discipline that is placed in their personnel file.

## **ARTICLE A.32 PLANNING NEW FACILITIES**

A.32.1 When the Board establishes a planning committee for the purpose of providing architects with user input for the design of new schools or major renovations to an existing school, the Board:

- a. Will invite the Surrey Teachers' Association to provide appropriate membership representation, and
- b. May, for the particular expertise of a member(s), invite individual members of the Surrey Teachers' Association to participate in the work of the committee.

## **ARTICLE A.33 TEACHERS' ASSISTANTS**

### **A.33.1 LINE OF RESPONSIBILITY**

Teachers' assistants will be assigned by and be under the general employment supervision of a Principal / Vice Principal, but will carry out their work under the direct instructional supervision of the teacher(s) to whom they have been assigned.

### **A.33.2 DUTIES**

Teachers' assistants shall not assume the direct instructional responsibility for providing educational programs to students and shall not perform the duties of teachers.

## **ARTICLE A.34 SCHOOL STAFF COMMITTEES**

### **A.34.1 ESTABLISHING STAFF COMMITTEE**

Each school staff shall have the right to form a staff committee structure which promotes and facilitates a democratic, collegial process in school-based decision making.

### **A.34.2 SIZE AND MAKE-UP**

- a. Staff committees may consist of the total staff or a representative committee elected by the staff as a whole.
- b. The staff committee shall include one (1) representative of the school administration.

### **A.34.3 OPERATIONAL PROCEDURES**

- a. The size, composition, tenure and operational procedures of the staff committee shall be determined by a majority vote of the school staff by September 30th of each school year.

- b. Copies of the procedures for each school shall be filed with the Surrey Teachers' Association and the Board.
- c. Amendments shall be submitted to the Surrey Teachers' Association and the Board when they come into effect.

#### **A.34.4 AREAS OF RESPONSIBILITY**

A staff committee's role may include the following:

- a. The development and maintenance of effective communication and consultative processes throughout the school;
- b. The review of school policies and procedures and the development of recommendations for improvement;
- c. Receiving and making recommendations on matters of concern presented by staff;
- d. Ensuring the development and maintenance of a professional development committee for the school;
- e. Ensuring the establishment and maintenance of a health and safety committee for the school.

#### **A.34.5 IMPLEMENTATION**

- a. The Principal shall not unreasonably refuse to implement the recommendations of the staff committee or the majority decisions of a staff meeting.
- b. In a case where a Principal rejects a recommendation of a staff committee or a majority decision of a staff meeting, the Principal will submit the reasons for rejection, in writing, to the staff committee.

#### **A.34.6 INDIVIDUAL RIGHTS**

In the event that a Surrey Teachers' Association member or a Principal feels that a staff meeting decision is contrary to this collective agreement, the *School Act* and/or *Regulations*, then advice will be sought from the Surrey Teachers' Association or the Human Resources Department, as applicable.

### **ARTICLE A.35 COPIES OF CONTRACT**

- A.35.1 Each Surrey Teachers' Association member employed by the Board shall be given a copy of this agreement:
- a. Within six (6) weeks of the successful conclusion of negotiations, or
  - b. Upon appointment to the district.

- A.35.2 The Surrey Teachers' Association will handle the distribution to all employees currently on staff, and the Board will give copies to new appointees at the time of appointment to the district.
- A.35.3 The Board will mail a copy of the agreement to each employee on leave of absence.
- A.35.4 This agreement will be published in booklet form with the costs being shared equally by the Board and the Surrey Teachers' Association.

#### **ARTICLE A.36 NEW CONTRACT PROVISIONS**

The provisions of this Agreement shall take effect as of the year in which they became a part of the Agreement, and will not result in a retroactive payment for years prior to the effective date of this Agreement.

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

### **ARTICLE B.1      SALARY**

B.1.1. The local salary grids are amended to reflect the following general wage increases:

- a. Effective July 1, 2019 – 2% adjustment to the Local Salary Grids
- b. Effective July 1, 2020 – 2% adjustment to the Local Salary Grids
- c. Effective July 1, 2021 – 2% adjustment to the Local Salary Grids

B.1.2. Teachers employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 1, 2019.

Teachers hired after July 1, 2019 and were employed on the date of ratification, and teachers who retired between July 1, 2019 and the date of ratification, shall have their retro-active pay pro-rated from their date of hire to the date of ratification or from July 1, 2019 to date of retirement.

B.1.3. The following allowances shall be adjusted in accordance with the increases in B.1.1.a, b, and c above:

- a. Department Head
- b. Positions of Special Responsibility
- c. First Aid
- d. One Room School
- e. Isolation and Related Allowances
- f. Moving/Relocation
- g. Recruitment & Retention
- h. Mileage/Auto not to exceed the CRA maximum rate

B.1.4. The following allowances shall not be adjusted by the increases in B.1.1.a, b, and c above:

- a. Per Diems
- b. Housing
- c. Pro D (unless formula-linked to the grid)
- d. Clothing
- e. Classroom Supplies

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

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

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

- B.2.1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
- B.2.2. For the purposes of Employment Insurance, the employer shall report for a teacher teaching on call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
- B.2.3. A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
- B.2.4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums. **[See Article B.2.15.a below for additional provisions.]**
- B.2.5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
- B.2.6. Rate of Pay: **[Not applicable to Uncertificated Teachers — see Article B.2.9 below]**
- 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 Step 8, for each full day worked.

### **LOCAL PROVISIONS:**

#### **B.2.7    TEACHERS TEACHING ON CALL**

Teachers Teaching On Call are teachers who are assigned on a day-to-day basis in this district.

**B.2.8 DUTIES OF TEACHERS TEACHING ON CALL**

- a. Teachers Teaching On Call and those teachers whose assignment is that of a permanent Teachers Teaching On Call, shall be required to perform only those duties that are appropriate to the assignment of the teacher they are replacing.
- b. All information which is available about the nature of assignments will be provided to Teachers Teaching On Call when they are called by the dispatch centre. Where a Teachers Teaching On Call has reasonable cause to do so, a call-out may be declined.
- c. Teachers Teaching On Call shall be provided with a mutually agreed upon *Surrey Teachers Teaching On Call* Handbook when employed with the district. This booklet will be published with the costs being shared 75% by the Board and 25% by the Surrey Teachers' Association.

**B.2.9 RATES OF PAY FOR UNCERTIFIED TEACHERS TEACHING ON CALL**

- a. Employees who are employed as Uncertified Teachers Teaching On Call shall be paid as follows:

Date	Uncertified TTOC
Effective July 1, 2019	\$191.33
Effective July 1, 2020	\$195.16
Effective July 1, 2021	\$199.06

**B.2.10 CONTINUOUS ASSIGNMENT [Applies only to same assignment]**

The term "consecutive day" will refer to designated days in session for students, *i.e.*, *Teachers Teaching On Call must be in receipt of wages for four (4) consecutive teaching days in the same assignment.* A Teacher Teaching On Call's service shall not be considered to be broken by:

- a. A non-instructional day, or
- b. The Teacher Teaching On Call's illness or accident, or
- c. The occasion of the regular day off of a part-time teacher who is being replaced.

**B.2.11 CALL-OUT**

When a Teacher Teaching On Call is called out by the Board's Substitute Dispatch, a school, or a teacher and if for circumstances beyond the Teacher Teaching On Call's control the assignment is reduced or canceled, payment shall be:

- a. A full day's wage if called out for the full school day.
- b. A percentage of a full day's wage equal to the time which would have been worked if called out for part of a school day; HOWEVER,



- c. The minimum payment for work performed by Teachers Teaching On Call on any day will be fifty percent (50%) of the daily rate. A Teachers Teaching On Call called in to work for the morning only will be paid 60% of the daily rate. The maximum daily payment will be 100% of the daily rate.

#### **B.2.12 PART-TIME TEACHERS**

Where a teacher with a part-time assignment works as a Teacher Teaching On Call at a time when the teacher is not scheduled to work, the teacher will be paid:

- a. At a rate of 1/200 of certification and experience for each day worked with the teacher's regular students, or
- b. In accordance with Articles B.2.6.a and B.2.6.b if the work is not with the teacher's regular students.

#### **B.2.13 PROFESSIONAL DAYS FOR TEACHERS TEACHING ON CALL**

A Teacher Teaching On Call on assignment may attend the school's professional day with pay on the approval of the school's Principal / Vice Principal providing the Teacher Teaching On Call is on assignment in the school on the day previous and the day after the school's professional day. This approval shall not be arbitrarily denied.

#### **B.2.14 ACCUMULATION OF FULL-TIME EQUIVALENT EXPERIENCE**

- a. All long-term experience (i.e., experience while paid on scale pursuant to Article B.2.6.b) will be accumulated for the purposes of experience credit. Effective September 19, 2014, experience is accrued in accordance with Article C.4.
- \*b. Upon the accumulation of the equivalent of 180 days of teaching service in such "long-term" assignments, the Teacher Teaching On Call involved shall be eligible for an increment on the next increment date following completion of this service. Effective September 19, 2014, increments shall be in accordance with Article C.4.
- c. In the case of adult education Teachers Teaching On Call, upon the accumulation of the equivalent of 1000 hours of teaching service in such "long-term" assignments, the adult education Teacher Teaching On Call involved shall be eligible for an increment on the next increment date following the completion of this service.

#### **B.2.15 BENEFITS**

- a. After the accumulation of twenty (20) working days, a Teacher Teaching On Call shall be entitled to enroll in the Medical Services Plan (Article B.11.2.b) and the Extended Health Benefits Plan (Article B.11.2.e) upon the payment to the Board quarterly, in advance, of the premiums applicable to maintain coverage.
- b. Where the Teacher Teaching On Call who has enrolled under Article B.2.15.a is granted a continuing contract of employment, an adjustment will be made for the Board's share of premiums effective as of the date of the appointment.

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

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

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

Employees instructing adult education academic credit courses.

School District No. 36 (Surrey)

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

School District No. 37 (Delta)

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

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

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

School District No. 42 (Maple Ridge)

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

School District No. 43 (Coquitlam)

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

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

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

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

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

- B.4.1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
- B.4.2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

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

- B.5.1 In this Article:
- a. "the BCTF Plan" means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
- b. "alternative plan" means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
- B.5.2 Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.

- B.5.3 The BCTF Plan shall be made available in all districts not included in Article B.5.2.
- B.5.4 The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
- B.5.5 The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
- B.5.6 If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
- B.5.7 Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
- a. between September 1 and September 30 or December 15 and January 15 in any school year;
  - b. no later than sixty (60) days following the commencement of employment.
- B.5.8 An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
- B.5.9 There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
- B.5.10 Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
- B.5.11 The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

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

- B.6.1. The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
- B.6.2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
- B.6.3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

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

**B.7.1. Private Vehicle Damage**

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

**B.7.2 This provision does not apply in S.D. No. 36 (Surrey).**

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

**LOCAL PROVISIONS:**

**B.7.3 LOSS OR DAMAGE TO TEACHING AIDS**

- a. The Board shall make compensation, to a maximum of \$750, to a Surrey Teachers' Association member who incurs loss or damage to personally owned professional materials brought to the Surrey Teachers' Association member's workplace to assist in the execution of the Surrey Teachers' Association member's duties provided that:
  - i. Each article in question has been registered in the school office at the beginning of the period of time it is kept in the school.
  - ii. A realistic estimate of the value of each article is recorded with registration.
  - iii. The loss or damage is not the result of negligence on the part of the Surrey Teachers' Association member claiming compensation.
  - iii. The claim for loss or damage exceeds five dollars (\$5.00).

#### **B.7.4 DAMAGED TEACHING MATERIALS**

In the event that a classroom has been extensively vandalized or is damaged by fire, smoke or water, the teacher will, when necessary, request a principal for assistance and/or release time to re-assemble or recover teaching materials.

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

- B.8.1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
- B.8.2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
- B.8.3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
- B.8.4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- B.8.5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local [Surrey Teachers' Association] and the employer. This amount will be paid into the Plan by the employer.
- B.8.6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
- B.8.7. An employee's accumulation in the Plan including their interest accumulation to March 31<sup>st</sup> shall be paid in equal installments on July 15 and August 15.
- B.8.8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
- B.8.9. The employer shall inform employees of the Plan at the time of hire.

B.8.10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

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

**Article B.9 is not applicable in School District No. 36. See Article B.25 Salary Adjustments.**

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

B.10.1. Provincial Article B.10.1 does not apply in School District No. 36 (Surrey). See Article B.10.6 below.

B.10.2. The mileage reimbursement rate established in Article B.10.1 shall be increased by 5 cents/kilometer for travel that is approved and required on unpaved roads.

B.10.3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

B.10.4. Provincial Article B.10.4 does not apply in School District No. 36 (Surrey).

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

## **LOCAL PROVISIONS:**

### **B.10.6 MILEAGE ALLOWANCE**

When an administrative officer authorizes a Surrey Teachers' Association member to use the Surrey Teachers' Association member's own vehicle for school district business, the Surrey Teachers' Association member will be reimbursed in accordance with Board Policy 4410, Section III. Claim for authorized travel must be submitted on the prescribed Board form.

## **ARTICLE B.11 BENEFITS**

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

- B.11.2 The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
- B.11.3 Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 per cent (100%) of the premium costs.
- B.11.4 The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

## **LOCAL PROVISIONS:**

### **B.11.5 HEALTH & WELFARE PLANS**

#### **a. ELIGIBILITY**

- i. Employees are eligible for participation in all benefits in Articles B.11.5 and B.11.6 upon the effective starting date of employment, except where the terms of enrollment on the plan specify a later effective date.
- ii. Coverage will extend to the end of the next teaching month following a deduction of premiums.
- iii. At the time of hire the Board shall provide each employee with an application or enrollment form for participation in the Medical, Dental, Extended Health and Group Life Insurance benefit plans.
- iv. In the event an employee does not wish to participate in any particular benefit plan where opting out is an option, the application or enrollment form must be so noted by the employee and kept on file by the Board.
- v. During the term of this agreement, a meeting will be convened involving the parties and other stakeholders (i.e., other employee group representatives) to develop an annual benefits summary statement to be used to provide an annual statement to employees. The data contained in the statement shall be within the capacity of the Board's Payroll/Human Resources Department Information System.

#### **b. MEDICAL INSURANCE**

The Board and the Surrey Teachers' Association will participate in the Medical Services Plan of British Columbia (Group #4200366), with the Board paying 80% of the premium cost for participating full-time employees.



**c. GROUP LIFE INSURANCE**

- i. The Board and the Surrey Teachers' Association will participate in the BCTF/BCSTA Group Life Insurance Plan "A" (Group #20414GLA) with the Board paying 80% of the premium cost for participating full-time employees.
- ii. Any premium contributed by the employee toward the total premium payable under this policy for insurance on the life of such employee shall be deemed by the Board to be applied first to the premium for the amount of the employee's insurance (if any) in excess of \$25,000 and the balance (if any) of the employee's premium shall be deemed by the Board to be applied to the first \$25,000 of the employee's insurance.

**d. VOLUNTARY GROUP LIFE PLAN**

- i. The Board will operate a payroll deduction plan for those employees wishing to participate in an optional BCTF Life Insurance Plan.
- ii. Participation in the plan will be voluntary, with the employees paying the total cost of the premium.
- iii. Changes desired in dependent status or contribution levels may be requested at any time.
- iv. Deduction adjustments will commence in the month after the enrollee's notice (filed with the district's Payroll Department) has been accepted and registered by the insurer.
- v. As the premium is prepaid, revised coverage will take effect the month following the new deduction rate.

**e. EXTENDED HEALTH BENEFITS**

- i. The Board and the Surrey Teachers' Association will participate in the Provincial Extended Health Benefit Plan with the Board paying 80% of the premium cost for participating full-time employees.

**f. BENEFITS DURING MEDICAL LEAVE OF ABSENCE**

- i. During the period that an employee is on Medical Leave of Absence, the Board and the employee shall continue to contribute their respective shares of the premiums for the applicable benefits under Articles B.11.5 and B.11.6 to the end of the school year in which the employee's accumulated sick leave expires.
- ii. Thereafter, the employee on Medical Leave of Absence may continue participation in these Group Plans upon the annual pre-payment to the Board of the employee's share of the premiums applicable to maintain coverage.

**g. BENEFITS DURING LEAVE OF ABSENCE**

An employee about to take leave of absence may continue those benefits under Articles B.11.2 and B.11.3 upon the Board receiving pre-payment of the total premium applicable during the leave of absence. Continuation of this arrangement for more than one (1) year is subject to annual review.

**h. PENSION CONTRIBUTIONS**

The Board shall advise all newly-hired employees, including Teachers Teaching On Call, that they will be required as a condition of employment to contribute to the Teachers' Pension Plan (or Municipal Superannuation Plan if an employee is not eligible for enrollment in the Teachers' Pension Plan) for all time worked as defined in the Pension Plan.

**i. BENEFITS FOR RETIREES**

A retiree may continue participation in these Group Plans upon the annual pre-payment to the Board of the total premiums applicable to maintain coverage.

**B.11.6 DENTAL PLAN**

**a. BOARD/SURREY TEACHERS' ASSOCIATION SHARING**

The Board and the Surrey Teachers' Association will participate in the Dental Care Services Plan of the Pacific Blue Cross Company #D1570 with the Board paying 80% of the premium cost for participating full-time employees who are not currently covered as spouses on this or an alternative dental plan. (See Article C.23.4 for the cost sharing for part-time employees.)

**NOTE:** The purpose of this provision is to prevent duplicate dental coverage which would result in the plan paying a greater share of the dental costs than intended in Article b.11.6.b.

**b. COVERAGE PROVIDED**

The Plan will pay:

- i. 85% of the costs of dental work covered by PBC Plan "A", and/or
- ii. 70% of the costs covered by PBC option "B", and/or
- iii. 70% of the costs covered by PBC Plan "C" to a maximum lifetime benefit of \$2000 per patient. Effective July 1, 2015, 75% of the costs covered by PBC Plan "C" to a maximum lifetime benefit of \$5000 per patient.

**c. CONDITION OF EMPLOYMENT**

As a **condition of employment**, all new employees shall be required to give written notice of one of the following choices:

- i. I have been covered by an alternative dental plan within the past ninety (90) days and wish to enroll in this plan immediately. Enclosed you will find my completed application form, or
- ii. I wish to enroll in this plan upon completion of the required waiting period. Enclosed you will find my completed application form, or
- iii. I am covered on my spouse's dental plan and do not require coverage at this time, or
- iv. I am not covered by any dental plan and do not wish to participate in this or any similar dental plan for personal reasons.

**d. WAITING PERIOD**

The **waiting period** under Article B.11.6.c.ii shall be:

- i. Employees hired between June 1st and January 31st shall be eligible for participation on the September 1st following this period.
- ii. Employees hired between February 1st and May 31st shall be eligible for participation on the following January 1st.

**e. CHOICE DEADLINE**

Option B.11.6.c.iv will not be considered final until the expiry of the waiting period.

**f. ADDING DEPENDENTS**

Except where dependents have been covered under an alternative Dental Plan, the dental carrier may refuse coverage of any new dependent who has not been enrolled on this plan within ninety (90) days of birth, marriage, adoption or guardianship.

**g. DEPENDENT CHILDREN**

Coverage of dependent children terminates upon their reaching age twenty-one (21).

**h. RETURN TO ACTIVE SERVICE**

An employee who has discontinued coverage during a leave of absence will be automatically reinstated under this plan during the month following return to the active service of the Board. In order to facilitate this, the employee will attend a documentation meeting scheduled by the district.

**i. REFUSAL OR CANCELLATION**

An employee who has previously refused or cancelled coverage under this plan shall be eligible for further participation where the employee:

- i. Has been covered through a spouse's participation in this or an alternative dental plan within the ninety (90) days immediately prior to application for coverage or reinstatement, or
- ii. Submits pre-treatment forms completed by a dentist for each member of the family requesting coverage. Where the dentist declares that only minor (i.e., Plan A) dental work is planned, the employee will be enrolled upon the dental carrier receiving the regular applicable premiums **plus** a penalty payment equal to six (6) months of total applicable premiums.

NOTE: Penalty payments are not subject to sharing under Article B.11.6.a.

**B.11.7 DEATH BENEFITS**

In the event of the death of an employee who is on active service, the Board shall pay the salary to the end of the month in which death occurs, to the widow, widower (or spouse equivalent), or dependent children of the deceased. A notice will be enclosed with the last pay advising the beneficiary to seek advice on the taxable status of this benefit under the *Income Tax Act*.

**B.11.8 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

- a. All Surrey Teachers' Association members shall be deducted monthly premiums as set by the Joint E.F.A.P. Committee.
- b. The Board shall pay 80% of the costs of the plan.
- c. The Employee and Family Assistance Plan covers a range of counselling services, including counselling for Surrey Teachers' Association members and retirees as well as their families as defined by the Master Agreement.

NOTE: The details for this plan can be found in your STARA Handbook.

**ARTICLE B.12 CATEGORY 5+**

**B.12.1. Eligibility for Category 5+**

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
  - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.

- ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.
  - iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
- b. Post undergraduate diplomas agreed to by the TQS; or
  - c. Other courses or training recognized by the TQS.

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

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

**B.12.3. Salary Rate Calculation**

- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and / or during the term of the 2006-2011 Provincial Collective Agreement.

**B.12.4. Application for Category 5+**

- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
- b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

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

B.13.1 Effective July 1, 2020 each Board of Education shall pay, upon proof of receipt, fees required for annual Professional Certification required to be held for employment by School Psychologists and Speech Language Pathologists.

**ARTICLE B.20 JOINT SALARY REVIEW COMMITTEE**

**B.20.1 COMPOSITION OF COMMITTEE**

A Joint Salary Review Committee shall be comprised of up to two (2) representatives of the Surrey Teachers' Association and up to two (2) representatives of the Board.

## **B.20.2 INQUIRIES**

Questions relating to salary, allowances, benefits or indemnities shall be referred through the Surrey Teachers' Association's Economic Welfare Committee to the Joint Salary Review Committee.

## **B.20.3 MEETINGS OF THE COMMITTEE**

- a. The committee will schedule regular monthly meetings, which will be scheduled prior to the monthly payroll cut-off dates. Such meetings will only be convened if there is business for the committee to conduct.
- b. Notwithstanding Article B.20.3.a, the committee may convene additional meetings as may be required to conduct its business.

## **B.20.4 UNRESOLVED ITEMS**

If the matter remains unresolved after two (2) consecutive meetings of the Joint Salary Review Committee, the matter may be referred, in writing, as a grievance directly to Step Three of the grievance procedure.

## **ARTICLE B.21 SALARY CATEGORIES**

### **B.21.1 SALARY SCALES**

- a. During the life of this Agreement, the salary scales and supplementary classifications shall be as set out in Appendix H.
- b. No Surrey Teachers' Association member on staff at the signing date of this agreement shall have their salary reduced by the coming into effect of the Salary Schedules in Appendix H.
- c. Effective July 1, 1999, the annual salary based on category and experience provisions for adult education teachers shall be payable based on the adult education teacher's hours of work during the work year. (See also: Article B.3)

### **B.21.2 CATEGORIES**

- a. Except as specified elsewhere in this Agreement the salary category of all teachers will be as verified by the most recent evaluation of the Teachers' Qualification Service (T.Q.S.).

- b. Teachers holding a Teacher's Certificate of Qualification issued prior to January 1st, 1969, shall be presumed to have the following T.Q.S. categories:

<b>Certificate</b>	<b>T.Q.S. Category</b>
EB or EC	4
EA	4
PC or ST or SC	4
PB or SB	5
PA or SA	6

- c. A teacher holding a T.Q.S. Category 2, a Letter of Permission or a Teaching License shall be paid on Category 4.

**B.21.3 INTERIM PLACEMENT**

- a. A newly-hired teacher will be paid at Category 4, Step “0” (i.e. the minimum salary placement) until the teacher's Teacher Qualification Service card and acceptable proof of any previous experience being claimed have been submitted to the Human Resources Department at the Board.
- b. Where newly-hired teachers show a Teacher Qualification Service Card, they shall be paid at the Category shown Step "0", pending acceptable proof of experience.
- c. Proof of all experience claimed must be received by the Board before any experience is credited and paid.
- d. The Board shall provide the Surrey Teachers’ Association with a copy of Staff Change Forms issued for Surrey Teachers’ Association members.
- e. Where the T.Q.S. Card and proof of experience are submitted prior to December 31, payment at certification and experience will be effective September 1; if submitted between January 1 and June 30, payment will be effective January 1.

**B.21.4 RECLASSIFICATION**

- a. Teachers who complete coursework to attain a higher classification must submit the appropriate official documentation to the Human Resources Department for appraisal.
- b. Where the documentation is questioned by the Human Resources Department, such documentation will be referred to the Joint Salary Review Committee for evaluation under Article B.20.
- c. If the documentation is received by December 31 for coursework completed up to the previous August 31, payment will be retroactive to September 1.
- d. If the documentation is received by June 30 for coursework completed up to the previous December 31, payment will be retroactive to January 1.

### **B.21.5 EXTENSIONS**

Where the proof required under Articles B.21.4.g, B.21.5.c. and B.21.5.d has been delayed due to circumstances beyond the teacher's control, these deadlines may be extended if the teacher has submitted a written request for such extension addressed to the Human Resources Department of the Board and the Surrey Teachers' Association's Economic Welfare Chairperson prior to the deadline specified.

### **B.21.6 Adult Education Teachers SALARY CATEGORIES**

a. Except as provided in Article B.21.6.b below or elsewhere in the Agreement, the salary category of all adult education teachers will be determined by the most recent evaluation of the Teachers' Qualification Service (T.Q.S.) and consistent with the provisions of Article B.21.2.

b. Notwithstanding the provisions of Article B.21.2.c, adult education teachers without a B.C. Teaching certificate or a letter of permission teaching adult education shall be paid in accordance with the following:

Salary Category	Qualification
4(PC)	No university degree
4(PC)	Bachelor's degree
5(PB)	Bachelor's degree and Adult Education Diploma/ESL or relevant Master's degree
5+ Prov.	As per Appendix F
6(PA)	Master's degree plus Adult Education Diploma

All qualifications must be equivalent to UBC. The Joint Salary Review Committee will assess equivalencies.

c. The initial placement of an adult education teacher on the scale in B.21.7.b above will be made by the Human Resources Department. Adult education teachers must present documentation acceptable to the Board to confirm their qualifications and experience prior to placement on the scale.

d. A newly hired adult education teacher will be paid at the minimum salary placement until acceptable proof of qualifications and experience have been submitted to the Human Resources Department.

e. An adult education teacher may appeal the Board's decision on placement to the Joint Salary Review Committee. The committee will be expanded by one (1) representative for the Board and one (1) representative of the Union for reviews of placements under this clause.

f. Where proof of qualifications is submitted prior to December 31, payment will be effective September 1. If submitted between January 1 and June 30, payment will be effective January 1. The provisions of Article B.21.6 apply.



## **ARTICLE B.22      TEACHING EXPERIENCE**

### **B.22.1    CONDITIONS**

Providing the teacher held a valid teaching certificate, or its equivalent, at the time the experience was gained, teaching experience gained outside the district of Surrey shall be recognized as set out below:

- a. Normally, only that experience claimed on a teacher's application form will be eligible for credit as previous experience.
- b. For full-time teaching experience, a minimum of ten (10) months full-time service in any one (1) year is required to constitute a year's service, except for one of the years, when eight (8) months full-time service will be sufficient to constitute a full year's service.
- c. Fractions of years taught outside the district will be accumulated and recognized where:
  - i. Interrupted full-time teaching experience was of at least four (4) months' duration in a single continuous assignment, and/or
  - ii. Part-time or relieving teaching experience was at a rate of 20% or more.
- d. For increment purposes, fractions of years not applied at time of hire will be carried to accumulate with Surrey Teachers' Association experience.
- e. Experience as an exchange teacher will be recognized.
- f. Experience as a teacher with Canadian University Services Overseas (C.U.S.O) or as a teacher with Canadian International Development Agency (C.I.D.A) will be recognized.
- g. A teacher shall not be credited with more than one (1) increment for service in any twelve (12) months' period.

### **B.22.2    PUBLIC SCHOOLS**

- a. Full credit will be granted for teaching experience gained in all public schools in Canada, the United States, and in countries currently or previously members of the British Commonwealth.
- b. "Public Schools" are defined as schools which are financed through government funds, follow government-sanctioned curricula of studies, are government inspected and are governed by a publicly elected or government appointed body.

### **B.22.3 PRIVATE OR PAROCHIAL**

Full credit for all teaching experience gained in a private or parochial school shall be granted:

- a. For experience since 1977, where the school has been classified as a Group 2 school under the *Independent Schools Support Act* (1977) and
- b. For experience prior to 1977, where it can be demonstrated that a Group 2 school had been inspected and certified, or
- c. At any time where the Joint Salary Review Committee is satisfied that the courses taught by the teacher followed the Curriculum of the B.C. Ministry of Education, or equivalent, and that a student transferring to a B.C. public school, or equivalent, at the same grade level would be allowed full course credit.

### **B.22.4 UNIVERSITY/COLLEGE**

- a. Subject to Article B.22.4.c, full credit shall be granted for teaching experience gained as a member of the faculty of an accredited university or college in Canada, the United States and in countries currently or previously members of the British Commonwealth, where the teaching load is nine (9) or more class contact hours per week.
- b. Subject to Article B.22.4.c, full credit shall also be granted for teaching experience at an accredited technical or vocational post-secondary school in Canada, the United States and in countries currently or previously members of the British Commonwealth, where the teaching load is twelve (12) or more class contact hours per week.
- c. Where previous experience claimed under Articles B.22.4.a and/or B.22.4.b was for periods of less than a full academic year, portions of academic years may be accumulated to count as full years.
- d. Accreditation shall be determined by the appropriate Department of the Ministry of Education.

### **B.22.5 OTHER TEACHING EXPERIENCE**

At the sole discretion of the Joint Salary Review Committee, credit may be granted for teaching experience in public schools, universities, colleges, vocational or post-secondary schools in other countries.

### **B.22.6 ADULT EDUCATION TEACHERS - TEACHING EXPERIENCE**

- a. The provisions of Article B.22 shall apply to adult education teachers who have a valid teaching certificate or its equivalent.
- b. Teachers without a valid teaching certificate or its equivalent shall be given credit for adult education teaching experience accrued in the service of the District of Surrey only.

## **ARTICLE B.23 OTHER EMPLOYMENT EXPERIENCE**

### **B.23.1 RELATED EXPERIENCE**

- a. Teachers with related experience in Business Education, Chef Training or Technology Education shall be allowed one-half credit for acceptable trade experience (as prescribed in Article B.23.2) up to a maximum of eight (8) increments total, including any increments for apprenticeship granted under Article B.23.1.b.
- b. Teachers of Technology Education courses shall be allowed credit (as prescribed in Article B.23.2.) for a maximum of two (2) increments on scale for completion of certified apprenticeship training or its equivalent.
- c. Where a teacher is paid in accordance with Article B.21.2.c, the total experience credited under Articles B.23.1.a and B.23.1.b shall not exceed six (6) increments.
- d. This provision does not apply to uncertified adult education teachers.

### **B.23.2 EVALUATION OF RELATED EXPERIENCE**

- a. Applications for recognition of non-teaching experience must be submitted, in writing, to the Surrey Teachers' Association's Economic Welfare Committee with a copy to the district's Human Resources Department.
- b. To be eligible for consideration, teachers must file, in writing, their intent to claim for non-teaching experience within six (6) weeks of the effective date of their appointment.
- c. All applications must be in writing and must include documentary evidence to support the teacher's claim.
- d. To be eligible for consideration, teachers must spend over one-half of their teaching time in the applicable subject field.
- e. No credit will be granted for apprenticeship, or portion thereof, gained before the age of eighteen (18).
- f. In order to receive credit for the "equivalent" of apprenticeship, a teacher who does not hold a certificate of journeyman competence may be required to write an examination at B.C.I.T. or equivalent institution in order to obtain a tradesperson's qualification certificate.
- g. Periods of employment service of less than four (4) months duration may not be combined to carry credit.
- h. Twenty-four (24) months of experience shall constitute one (1) year's experience credit.
- i. Applications will be evaluated by the Joint Salary Review Committee, whose decisions are subject to appeal under the grievance procedure.

### **B.23.3 EARLY CHILDHOOD EDUCATION/ SOCIAL WORK**

Teachers with experience in Early Childhood Education or Social Work will be granted credit for that experience where the Joint Salary Review Committee, in its sole discretion, is satisfied that the experience is related to the applicant's assignment and that the experience was gained subsequent to obtaining a recognized diploma certificate or degree program. Where such experience followed a university degree it will be recognized at full credit and where it followed a recognized diploma certificate it will be recognized at one-half credit.

### **B.23.4 ARMED FORCES**

- a. Providing that a teacher's university preparation, training, or career was interrupted, military service as a member of a United Nations Peace Keeping Unit shall carry full experience credit.
- b. Twelve (12) months of such service will constitute one (1) year's experience, and
- c. A period of at least eight (8) months shall constitute the final year's experience.
- d. This provision does not apply to uncertified adult education teachers.

## **ARTICLE B.24 INCREMENTS**

### **B.24.1 SECONDMENTS/EXCHANGES/PROFESSIONAL GROWTH**

The Board shall grant full increments to a teacher who:

- a. The Board places "on loan" to the Surrey Teachers' Association or to the B.C.T.F. in order to perform the duties of a duly elected officer of the Surrey Teachers' Association or of the B.C.T.F., or
- b. Is given an educationally-related temporary appointment with a Government Ministry or Agency, or
- c. Is given a temporary appointment to the teaching staff of a teacher-training institute in B.C., or
- d. Is given a term specific appointment to the staff of the B.C.T.F. or the S.T.A., or
- e. Is granted leave to serve as an exchange teacher, or
- f. Is granted leave to serve as a teacher with Canadian University Services Overseas (C.U.S.O) or as a teacher with Canadian International Development Agency (C.I.D.A), or
- g. Is granted leave of absence for professional growth in accordance with Appendix G.

## **B.24.2 ACCUMULATION OF EXPERIENCE**

The following experience will be accumulated by the district Payroll Department, with calculations for increments made as of September and January:

- a. Full-time experience with this district and/or,
- b. Relieving or part-time experience with this district, and/or
- c. Experience as a Teacher Teaching On Call as specified in Article B.2.14, and/or
- d. Fractions of years of service outside Surrey which are carried under Articles B.22.1.d. or B.24.1, or
- e. A combination of the above
- f. For adult education teachers, one thousand (1000) hours of teaching experience shall constitute one (1) year of service. Fractions of years shall be accumulated with each one hundred (100) hours being equivalent to one (1) month's service.

## **B.24.3 CREDIT OF INCREMENTS**

- a. Increments shall be due on either September 1 or January 1.
- b. Increments shall be due at the next increment date following the accumulation of ten (10) months full-time continuous service, or 1,000 hours except for
- c. Once during the teacher's career with this district, where eight (8) months or 800 hours in the Continuing Education Department of "full-time continuous service" will be sufficient to constitute a year's service.
- d. A teacher shall not be credited with more than one (1) increment for service in any twelve (12) month period.
- e. "Full-time continuous service" will not be considered to be broken until an employee has been on leave without pay for more than twenty (20) school days between the employee's increment anniversary dates, HOWEVER
- f. Teachers on extended sick leave shall not have their increments delayed due to absence until such time as they have been absent, without pay, for more than two (2) teaching months between their increment anniversary dates.

## **B.24.4 WITHHOLDING INCREMENTS**

- a. Salary increments shall be automatic upon each anniversary date (pursuant to Article B.24.3) unless unsatisfactory professional growth is evidenced by a less than satisfactory report under Article C.25 or C.27.

- b. In the case where an increment is to be withheld, the teacher shall be notified by the Secretary-Treasurer of the Board, in writing, on or before March 31. Such notification is to include a statement of:
  - i. Detailed reasons for the action,
  - ii. Assistance offered to the teacher over the year, and
  - iii. Earlier indications to the teacher that such action might be taken.

## **ARTICLE B.25 SALARY ADJUSTMENTS**

### **B.25.1 SALARY PAYMENT - ADULT EDUCATION**

Employees will be paid bi-weekly, by bank deposit, with a ten (10) calendar day hold-back. Payday for a two week period ending on a Friday will be the Monday ten (10) calendar days subsequent to that Friday. Should the Monday on which a pay day is due be a statutory holiday, bank deposited cheques will nevertheless be "value dated" for that Monday's date.

### **\*B.25.2 MONTHLY SALARY**

Normally, 10% of the applicable yearly salary stated in Appendices H and I will be due and payable by the last working day of each teaching month BUT this monthly salary may require an adjustment where the employee has:

- \*a. Been on Medical Leave of Absence after the expiry of paid sick leave, and/or
- \*b. Been on Leave of Absence Without Pay (see Article G.21), and/or
- \*c. Been on Leave of Absence at the cost of substitute (see Article G.21), and/or
- \*d. Been hired in mid-month after the start of the current school year, or
- \*e. Terminated in mid-month.

### **\*B.25.3 PART MONTH SALARY**

- \*a. Where an employee is to be paid for less than a full month's salary, the employee shall be paid the greater of:
  - \*i. One-twentieth (1/20) of the regular monthly salary for each day taught, or
  - \*ii. The full regular monthly salary less 1/20 of the salary for each day not taught.
- \*b. Absences of less than a full day will be deducted in the same ratio (to the nearest tenth) as the portion of the day for which the employee was absent bears to the employee's full regular assignment.

- \*c. Attendance for less than a full day will be paid in the same ratio (to the nearest tenth) as the portion of the day for which the employee was in attendance bears to the employee's full regular assignment.
- \*d. In Articles B.25.3.a to B.25.3.c, an employee will be considered to have reported for duty on days where the employee was actually on paid sick leave.
- \*e. An employee will lose any claim for salary in any month where the employee was on leave of absence without pay for all of the prescribed teaching days in that month.

**B.25.4 COST OF SUBSTITUTE**

- a. Where an employee is on leave of absence at cost of substitute (see Article G.21) the daily rate of deduction will be a \$4.00 benefits cost PLUS 106% (6% pension cost) of:

$$\frac{\text{Category 4 Step 0} + \text{Category 4 Step 0}}{460}$$

- b. The daily rate of deduction is:

Date	Cost of Substitute
Effective July 1, 2019	\$224.46
Effective July 1, 2019	\$228.87
Effective July 1, 2019	\$233.37

- c. The deduction may be made whether or not a Teacher Teaching On Call is actually required, BUT
- d. If the Board fails to provide a Teacher Teaching On Call where one is requested, then no deduction will be made or required.

**\*B.25.5 MID-MONTH ADVANCE**

- \*a. Employees will be paid a mid-month advance each month from September to June, with the exception of December.
- \*b. Newly hired employees will be eligible for the monthly advance starting in the month subsequent to their being hired.
- \*c. An employee's mid-month advance will be calculated at approximately 30% of the employee's gross monthly salary and will be paid, value dated, the sixteenth (16th) of the month.
- \*d. The Board will provide one salary information slip at the end of each month.

## **B.25.6 TEACHER TEACHING ON CALL PAY PERIODS**

Teachers Teaching On Call will be paid bi-weekly, with a ten (10) calendar day hold-back i.e., pay for a two (2) week period ending on a Friday will be value dated the Monday ten (10) calendar days subsequent to that Friday.

## **ARTICLE B.26 HOURLY RATES**

### **B.26.1 HOURLY RATES**

- a. The Board will pay employees working on an hourly basis (other than summer school teachers) at the rate of 1/1000 of the employee's regular scale placement for each hour of instruction given by the employee.
- b. Where an employee has a regular school position and is also employed in another district program and the employee's combined assignment exceeds 100%, the employee will be paid at an hourly rate of 1/1000 of the employee's regular scale placement for time worked in excess of 100%.

### **B.26.2 SUMMER SCHOOL TEACHERS**

The Board will pay summer school teachers on an hourly basis at the rate of 1/1000 of Category 6 Step 0 for each hour of instruction given by the teacher. [See Appendix H].

## **ARTICLE B.27 INDEMNITIES**

### **B.27.1 INDEMNIFICATION**

The Board will defend, save harmless and indemnify a Surrey Teachers' Association member from any demands, claims, suits, actions or other proceedings which may be brought against the Association member and which arise from the performance of the Association member's duties and responsibilities or while participating in extra-curricular activities and for any cost, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith, provided that this covenant does not apply in respect of any criminal acts committed by the Surrey Teachers' Association member or in respect of any civil negligence on the part of the Surrey Teachers' Association member occurring outside the course and scope of the Surrey Teachers' Association member's appointment.

### **B.27.2 FIRST AID TRAINING**

Providing the Surrey Teachers' Association member obtains the prior approval of the Human Resources Department, a Surrey Teachers' Association member will be reimbursed for the cost of taking an Industrial First Aid Course and examination on receipt of proof of successful completion of the course and examination fees expended.



**ARTICLE B.28 POSITIONS WITH SPECIAL RESPONSIBILITY**

**B.28.1 CONDITIONS**

Over and above the salaries and basic scale in Appendix H, employees holding positions with special responsibility identified in Articles B.28 and B.29 shall be paid allowances according to the following provisions:

- \*a. Each Kindergarten pupil will count as one (1) pupil for the purposes of calculating the allowances in Article B.28.2.
- \*b. Each Special Education Class pupil will count as two (2) pupils for the purposes of calculating the allowances in Article B.28.2.
- \*c. All allowances shall be rounded to the nearest ten cents (\$0.10).
- \*d. "6 max." refers to the largest salary payable in the Appendix currently in effect (See Appendix H).

**\*B.28.2 HEAD TEACHERS**

- \*a. Where a Principal supervises two (2) or more schools, there shall be a Head Teacher in each satellite school with more than one (1) teacher.
- \*b. In the absence of the Principal, the Head Teacher shall:
  - \*i. Ensure that routine supervision is maintained for the safety of students and the security of the school,
  - \*ii. Maintain ongoing liaison with parents, and
  - \*iii. Deal with emergencies which may arise.
- \*c. By September 15th the Board shall appoint, from the applicants for the position, a Head Teacher for an initial one (1) year term which may subsequently be renewed for terms of two (2) years.
- \*d. Head Teachers shall be paid an annual allowance based upon the number of pupils supervised as follows:

1	- 50 pupils	-- 6.5%	of 6 (max.)
51	-100 pupils	-- 7.0%	of 6 (max.)
101	-150 pupils	-- 8.5%	of 6 (max.)
151	-200 pupils	-- 10.0%	of 6 (max.)
201+	pupils	-- 11.5%	of 6 (max.)
- \*e. September salaries shall include allowances based on estimated enrollments and the amounts will be adjusted in October based on the enrollment as of September 30.

### **\*B.28.3 SENIOR TEACHERS**

- \*a. Where a Principal supervises two (2) or more schools and there is no Vice Principal in the Principal's base school, there shall be a teacher in the base school designated as the "Senior Teacher".
- \*b. In the absence of the Principal, the Senior Teacher shall:
  - \*i. Ensure that routine supervision is maintained for the safety of students and the security of the school,
  - \*ii. Remit weekly time sheets and month end enrollment data to the Board, and,
  - \*iii. Deal with emergencies which may arise, with assistance from the Board Office when required.
- \*c. By September 15th the Board shall appoint, from the applicants on the teaching staff of the school, a Senior Teacher for an initial one (1) year term which may subsequently be renewed for terms of one (1) school year.
- \*d. A Senior Teacher shall be paid an annual allowance equal to 2% of 6 (max.).

### **B.28.4 TEACHER-IN-CHARGE**

- \*a. Each school with only one (1) administrative officer (and no Senior Teacher) shall have a designated "Teacher-in-Charge". This provision shall also apply to existing Learning Centers.
- b. In the absence of the administrative officer, the Teacher-in-Charge shall be expected to perform the duties outlined in Article B.28.3.b.
- \*c. By September 15th the Board shall appoint, from the applicants on the teaching staff of the school, a Teacher-in-Charge for an initial one (1) year term which may subsequently be renewed for terms of one (1) school year.
- d. Normally, the Teacher-in-Charge will not be required to assume the duties specified above for periods of more than five (5) consecutive days.
- e. Normally, absences of administrative officers for more than five (5) consecutive days will be filled by an acting appointment to the vacant position.
- \*f. A Teacher-In-Charge shall be paid an annual allowance equal to 1% of 6 (max.).
- g. Where an adult education teacher is appointed "Teacher in Charge", the adult education teacher will be paid \$225 per full term, in addition to the employee's pay for contracted hours.

### **\*B.28.5 NAMED TEACHER-IN-CHARGE**

- \*a. Each school with more than one (1) administrative officer shall have a "Named Teacher-in-Charge".

- \*b. When directed to act as the Named Teacher-in-Charge, the individual will be expected to perform the duties outlined in Article B.28.3.b.
- \*c. By September 15th the Board shall appoint, from the applicants on the teaching staff of the school, a Named Teacher-in-Charge for an initial one (1) year term which may subsequently be renewed for terms of one (1) school year.
- \*d. When deemed necessary by the Principal / Vice-Principal and the Named Teacher-in-Charge, the Named Teacher-in-Charge shall be relieved of regular teaching duties and shall be provided with the services of a Teacher Teaching On Call.
- \*e. Normally, the Named Teacher-in-Charge will not be required to assume the duties specified above for periods of more than five (5) consecutive days.
- \*f. Normally, absences of a Principal / Vice-Principal for more than five (5) consecutive days will be filled by an acting appointment to the vacant position.
- \*g. When called upon to act, the Named Teacher in Charge shall be paid a per diem amount equal to 0.08% of 6 (max.) [0.04% of 6 (max.) for one-half day or less].

#### **\*B.28.6 ONE-ROOM SCHOOL TEACHERS**

Any teacher based on a school property where there is only one (1) teacher shall be paid an annual allowance equal to 2% of 6 (max.).

#### **B.28.7 NO CUT**

No teacher on staff at the signing date of this agreement shall have their allowance under Article B.28 reduced by the coming into effect of this schedule.

### **ARTICLE B.29 DEPARTMENT HEADS**

#### **\*B.29.1 DEFINITIONS**

- \*a. **Department Head:** a teacher in a secondary school who has responsibility for instructional leadership in a department or program.
- \*b. **Department:** a department is made up of those teachers in a school who teach courses related to one subject area (e.g., The English Department includes courses in English, Creative Writing, Journalism, etc.).
- \*c. **Program:** may refer to specific programs (e.g., Inter-A, Advanced Placement or International Baccalaureate), departments/programs which do not enroll students (e.g., Library or Counselling) or to a combination of small departments (i.e., departments with less than ten (10) teaching blocks, e.g., in the fine arts). If a teaching block is included as part of a program it cannot be counted as part of a department at the same time, or vice versa.

### **\*B.29.2 INSTRUCTIONAL LEADERSHIP**

- \*a. Department heads, in consultation with members of the department, will provide instructional leadership through:
  - \*i. Development of yearly program objectives,
  - \*ii. Setting consistent evaluation and grading practices,
  - \*iii. Selection of textbooks and resource materials,
  - \*iv. Guidance and orientation of student teachers and teachers new to the department.
- \*b. Department heads, in consultation with the administration and the members of the department, will provide instructional leadership through:
  - \*i. Articulation with feeder schools,
  - \*ii. Implementation of Ministry or district curriculum changes,
  - \*iii. Support of professional development, peer supervision, in-service, workshops and conferences for all members in the department, and
  - \*iv. Other matters relating to curriculum, community, and instructional priorities. (For further details see Board Policy 7505).

### **\*B.29.3 ORGANIZATIONAL DUTIES**

A Department Head will:

- \*a. Attend school and District Department Head meetings.
- \*b. Assist the principal, as requested, after consultation with members of the department:
  - \*i. In identifying departmental/educational needs, and
  - \*ii. In determining teaching assignments.
- \*c. Assist the principal, as requested, in the interview of applicants for teaching positions in the department. The department head shall not make the decision as to which applicant is selected.
- \*d. Convene regular departmental meetings at which minutes are recorded and filed.
- \*e. After reasonable consultation with the department, participate in the school budget development process.
- \*f. Monitor the requisition of supplies and equipment.

- \*g. Maintain inventory control and arrange for the repair and maintenance of department equipment.
- \*h. Advise the school administration about facility needs and safety concerns.
- \*i. Advise on plans for additions and alterations to the school where appropriate.

**\*B.29.4 QUALIFICATIONS**

Candidates for Department Head shall have:

- \*a. Normally, at least two (2) years of highly successful teaching experience in the curricular area or program.
- \*b. A demonstrated ability to lead, to organize and to work with others.
- \*c. Evidence of having maintained a high level of curriculum and instructional knowledge in the curriculum area or program.
- \*d. Evidence of continuing professional growth.

**\*B.29.5 ALLOCATION OF DEPARTMENT HEADS**

- \*a. Department Heads shall be allocated in the Spring to all school departments or programs having ten (10) or more timetabled blocks during the following school year.
- \*b. The allowance will be determined as of September 30, based on the number of teaching blocks assigned to the department or program and will include blocks planned for the second semester of semestered schools.
- \*c. Upon one (1) month's prior notice to the Surrey Teachers' Association, the Superintendent may give a further allocation of Department Head(s) to school(s) having special circumstances.

**\*B.29.6 METHOD OF APPOINTMENT**

- \*a. An application for Department Head will be submitted to the principal on the district's department head application form.
- \*b. The Department Head will, when a qualified applicant is available, be appointed from within the staff.
- \*c. Where there is no qualified applicant from within the staff, the position shall be posted district-wide (in a catalogue of vacancies or special posting) and the principal will submit written recommendations for such positions as soon as possible.
- \*d. The appointment of Department Heads will be for an initial one (1) year term and subsequently for a renewable two (2) year term.

**\*B.29.7 LEADERSHIP AND ORGANIZATIONAL TIME**

\*a. Each school year, leadership and organizational time shall be provided to each department or program according to the following formula:

10-20 Teaching Blocks	=	7 days
21-34 Teaching Blocks	=	11 days
35 or more Teaching Blocks	=	15 days

\*b. The use of this time shall be jointly determined by the Principal / Vice Principal and the Department Head.

\*c. This time may be assigned, for specific purposes, to other members of the department.

**\*B.29.8 ALLOWANCES**

Department Heads shall be paid an annual allowance based upon the formula:

10-20 Teaching Blocks	=	2.3% of 6 (max.)
21-34 Teaching Blocks	=	3.45% of 6 (max.)
35 or more Teaching Blocks	=	4.6% of 6 (max.)

**ARTICLE B.30 NEW POSITIONS**

B.30.1 If, during the life of this agreement, the Board creates a new position or reclassifies any position, the classification of this position relative to salary, allowances and bonuses shall be referred to the Joint Salary Review Committee.

B.30.2 If the Joint Salary Review Committee is unable to resolve the matter within two (2) meetings, any unresolved questions may be referred, in writing, to Step Three of the grievance process (Article A.6.).

## **SECTION C      EMPLOYMENT RIGHTS**

### **ARTICLE C.1      RESIGNATION**

- C.1.1    An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.
- C.1.2    The employer shall provide the local [Surrey Teachers' Association] with a copy of any notice of resignation when it is received.

### **ARTICLE C.2      SENIORITY**

C.2.1.    Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.

#### **C.2.2.    Porting Seniority**

- a.        Effective July 1, 2020 and despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in BC.

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

- b.        Seniority Verification Process
- i.        The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
- ii.       The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of receiving a continuing appointment in the new school district.
- iii.      The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.

C.2.3. Teacher Teaching on Call (TTOC)

- a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
- b. For the purpose of calculating seniority credit: **[Article C.2.3.b is not applicable in SD No. 36. See Article C.2.9.a and Article C.20.2.a.vi.]**
  - i. Service as a TTOC shall be credited:
    1. one half (1/2) day for up to one half (1/2) day worked;
    2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
  - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
  - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.

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

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

**LOCAL PROVISIONS:**

**\*C.2.7 CONTINUOUS SERVICE**

Seniority is determined by the length of continuous service with the Board as defined below.



**\*C.2.8 SERVICE DEFINED**

Continuous service is defined as time:

- \*a. On a continuing contract,
- \*b. On probation,
- \*c. On a temporary contract prior to January 1, 1991, providing that any break between the end of the temporary contract and the members' appointment to a continuing contract did not exceed two (2) years,
- \*d. On loan or secondment,
- \*e. On approved leaves of absence,
- \*f. On illnesses covered by the BCTF Salary Indemnity Fund,
- \*g. On the district's layoff/recall list, and
- \*h. Will be adjusted upon being newly hired on a continuing contract status by backdating the date of hire to recognize accumulated service in accordance with Articles C.2.3.a and C.2.9.a.
- \*i. In addition to the foregoing, the seniority for an employee under a continuing contract shall include:
  - i. Teacher Teaching On Call seniority accumulated pursuant to Article C.2.3, and
  - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case shall an employee be credited with more than one (1) year of seniority for any school year.

**\*C.2.9 CLARIFICATION**

- \*a. Notwithstanding the provisions of C.2.3.b.ii, for the purposes of accumulation of seniority of Teachers Teaching On Call, eighteen (18) days shall equal one (1) month to a maximum of ten (10) months' seniority in one school year.
- \*b. For the purposes of this Article, continuity of service shall be deemed not to have been broken by resignation for purposes of parenthood. Seniority that was previously ported from SD No. 36 to another school district pursuant to C.2.2 shall not be reinstated, unless such seniority is subsequently ported back to SD No. 36 pursuant to C.2.2

**\*C.2.10 SENIORITY LIST**

- \*a. The name, current school number and starting date of each Surrey Teachers' Association member will be maintained on a seniority list.

- \*b. The list will be maintained in increasing order of years, months and days of continuous service. Seniority of Teachers Teaching On Call will be shown on the basis of the number of accumulated days.

#### **\*C.2.11 TIE-BREAKERS**

- \*a. Where two (2) or more Surrey Teachers' Association members have the same length of service, the Surrey Teachers' Association member with the greater number of days accumulated in long-term Teacher Teaching On Call assignments with the district prior to appointment shall be deemed to have the greater seniority.
- \*b. Where two (2) or more Surrey Teachers' Association members have the same length of service, their order of seniority will be determined by the date and time of receipt of their acceptance of an appointment.

#### **\*C.2.12 POSTING OF SENIORITY LIST**

- \*a. The seniority list will be updated and maintained by the Board. Copies will be distributed to the Surrey Teachers' Association and the Surrey Teachers' Association representative in each workplace by November 30 and March 31 of each year.
- \*b. Errors in the seniority list must be brought to the attention of the Superintendent's office within thirty (30) calendar days of the list's publication.
- \*c. Corrections shall be effective as of the date of notification and shall be included in the next publication of the seniority list.
- \*d. Subject to corrections pursuant to Article C.2.12.b, the most recent seniority list will be used for seniority-related provisions other than for layoff and recall purposes.

#### **\*C.2.13 REVIEW**

Where any disagreement exists with respect to service, the matter will be referred to the President or designate, and the Superintendent or designate, whose decision shall be final.

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

- C.3.1. The purposes of evaluation provisions include providing employees with feedback, and employers and employees with the opportunity and responsibility to address concerns. Where a grievance proceeds to arbitration, the arbitrator must consider these purposes, and may relieve on just and reasonable terms against breaches of time limits or other procedural requirements. [See also C.25, C.26, C.27 and C.28]

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

### **C.4.1. Experience Credit**

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

### **C.4.2. Increment Date for Salary Grid Placement**

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

## **ARTICLE C.20 SENIORITY PROVISIONS FOR ADULT EDUCATION TEACHERS**

C.20.1 Seniority is determined by the length of aggregate service with the Board as defined below.

### **C.20.2 SERVICE DEFINED**

- a. Aggregate service is defined as time as an employee:
  - i. On a contract,
  - ii. On loan or secondment,
  - iii. On approved leaves of absence,
  - iv. On illnesses, including those covered by the BCTF Salary Indemnity Fund,
  - v. On the recall list, for up to four (4) terms.
  - vi. Teacher Teaching On Call hours of service which are paid pursuant to Article B.2.6.b.
    - (1) Seniority accumulated pursuant to Article C.20.2.a.vi shall be included as aggregate service with the employer when the Teacher Teaching On Call is appointed to a term or continuing contract.

- b. Time will be accumulated on the basis of contracted hours. In the case of Articles C.20.2.a.ii through C.20.2.a.v inclusive, time will accumulate on the basis of the current contract(s) or if not applicable, the contract most recently held.
- c. In addition to the provisions of Article C.20.2.a, the seniority of a continuing contract Adult Education teacher shall include seniority ported in accordance with PCA Article C.2.2 provided that in no case shall a teacher be credited with more than one (1) year of seniority for any school year.

### **C.20.3 CLARIFICATION**

For the purposes of accumulation of seniority a record of contract hours will be maintained by the Board.

### **C.20.4 SENIORITY LIST**

- a. The name and starting date of each Surrey Teachers' Association member for whom seniority is accumulated will be maintained on a seniority list.
- b. The list will be maintained in increasing order of aggregate service.

### **C.20.5 TIE-BREAKERS**

In Continuing Education, where two or more Surrey Teachers' Association members have the same length of service, the Surrey Teachers' Association member with earliest date and time of receipt of their acceptance of their first appointment shall be deemed to have the greater seniority.

### **C.20.6 POSTING OF THE SENIORITY LIST**

- a. Copies will be distributed to the Surrey Teachers' Association and the Surrey Teachers' Association's representative(s) in each work place by January 31 and June 30 of each year, showing seniority to the end of the previous month.
- b. Errors in the seniority list must be brought to the attention of the Superintendent's office within thirty (30) calendar days of the list's publication.
- c. Corrections shall be effective as of the date of notification and shall be included in the next publication of the seniority list.

### **C.20.7 REVIEW**

Where any disagreement exists with respect to service, the matter will be referred to the President, or designate, and the Superintendent, or designate, whose decision shall be final.

## **C.20.8 LOSS OF SENIORITY**

- a. An employee's seniority will be lost:
  - i. On resignation, retirement or dismissal, or
  - ii. If the employee refuses to accept a position for which the employee is qualified, unless the reasons for refusal are acceptable to both the President and Superintendent, or designate.
  - iii. After four (4) terms on the lay off/recall list.
- b. Notwithstanding Article C.20.8.a, an employee's seniority will be re-instated to that previously held if the employee is re-engaged within one (1) year from the time seniority was lost pursuant to Article C.20.8.a. Seniority that was previously ported from SD No. 36 to another school district pursuant to C.2.2 shall not be reinstated, unless such seniority is subsequently ported back to SD No. 36 pursuant to C.2.2

## **ARTICLE C.21 LAYOFF, RECALL AND SEVERANCE**

### **C.21.1 LAYOFF**

- a. A layoff is defined as an involuntary reduction, in whole or in part, in the percentage of the employment contract of an employee.
- b. When a layoff is effected the employees to be retained shall be those who possess the greatest seniority provided they also possess the necessary qualifications for the positions available.
- c. In the event an employee who has received notice of layoff can establish that an employee of lesser seniority has been retained in a position for which the employee who has received notice is qualified, the notice of layoff will be rescinded forthwith.
- d. The Board shall give each employee it intends to lay off pursuant to this Article a minimum of thirty (30) calendar days' notice, in writing.
- e. Notice will be effected at the end of the school term except where:
  - i. The layoff results from an employee's completion of a term specific assignment, or
  - ii. A successful appeal necessitates a subsequent layoff.
  - iii. In the case of adult education employees with a continuing appointment, notice will be effective at the end of the notice period.
- f. Notice of layoff will contain the reason for the layoff and a list of positions where an employee with less seniority was retained. The Board shall concurrently forward a copy of such to the Surrey Teachers' Association.

- g. With the notice of layoff, the Board will include a ***CLAIM OF NECESSARY QUALIFICATIONS*** form, as agreed upon by the parties. The employee should return the form within two (2) weeks of receiving layoff notice and should provide supporting rationale for the grade levels and/or subject areas for which the employee believes they are qualified. If this form is not returned the employee will be recalled predicated on the Board's record of the employee's necessary qualifications.
- h. Provided an employee in receipt of layoff possesses the necessary qualifications and wishes to accept a position at a decreased percentage of employment:
  - i. The laid-off employee may claim the position of a more junior employee, HOWEVER
  - ii. Where more than one (1) employee at the lesser percentage of employment is junior to the laid-off employee the laid-off employee may only claim the position of the most junior employee, BUT
  - iii. An employee exercising this right may not claim only a part of a less senior employee's assignment.

#### **C.21.2 RECALL LIST**

The name of an employee who had been employed on a contract and who has been laid-off will be maintained on a recall list, subject to the following provisions:

- a. Employees on the recall list will be responsible for advising the office of the Superintendent of any changes in address or telephone number to ensure that they can be contacted readily, and of changes in their qualifications to ensure they are considered for vacancies which might arise. An employee on layoff may apply for leave of absence for purposes such as parenthood leave, to attend university, DND positions, etc.
- b. When a position becomes available, the Board shall first offer, in writing, re-engagement to the employee who has the most seniority among those laid-off pursuant to this agreement, provided that employee possesses the necessary qualifications for the available position.
  - i. In all instances qualified adult education teachers on continuing contracts will be offered recall prior to adult education teachers on term contracts.
- c. If that employee declines the offer, the position shall be offered to the employee with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled.
- d. All positions shall be filled in this manner while there are employees who have been laid-off pursuant to this agreement remaining on the list.

### **C.21.3 OFFER OF RE-ENGAGEMENT**

- a. An employee who is offered re-engagement pursuant to Article C.21.2.b must inform the Board of whether the written offer is accepted or not, within forty-eight (48) hours of receipt of the offer, exclusive of week-ends and statutory holidays.
- b. The Board shall allow fourteen (14) calendar days from an acceptance of an offer under Article C.21.3.a for the employee to commence employment duties.
- c. Where the employee is required to give a longer period of notice to another employer, such longer period shall be allowed, provided it is not longer than thirty (30) calendar days.

### **C.21.4 LOSS OF RIGHTS**

A laid-off employee's right to recall and re-engagement will be lost:

- a. If the employee elects to receive severance pay under the provisions of Article C.21.6, or
- b. If the employee refuses without reasons acceptable to both the Superintendent or designate, and the President or designate, to accept an offer of re-engagement for a position for which the employee holds the necessary qualifications, or
- c. If an employee has not been re-engaged within two (2) years from the date the employee's layoff became effective.

### **C.21.5 STATUS**

- a. An employee on layoff who previously held a contract is entitled to accept Teacher Teaching On Call assignments or term-specific assignments without jeopardizing the employee's recall rights to any other assignments.
- b. Upon re-engagement an employee who had been placed on probation prior to layoff shall recommence the probationary period at Article C.27.4.

### **C.21.6 SEVERANCE PAY**

- a. An employee who has two (2) or more years of continuous employment and who is laid-off, save and except an employee who is terminated or dismissed pursuant to Article C.29 or C.31, may elect to receive severance pay at any time before the right to re-engagement pursuant to Article C.21.4 of this agreement is lost.
- b. Severance pay shall be calculated at the rate of five percent of one (1) year's salary for each full year of service to a maximum of two (2) years' salary.
- c. Salary on which severance pay is calculated shall be based on the employee's salary on the day prior to layoff.

- d. An employee who receives severance pay pursuant to this Article and who, notwithstanding Article C.21.5, is subsequently rehired by the Board, shall retain any payment made under the terms of this Article.
- e. Years of service used to generate severance pay may not be used again for the purpose of determining severance pay upon a subsequent layoff.

#### **C.21.7 BENEFITS DURING LAYOFF**

- a. Employees on the recall list shall be eligible to participate in the employee benefit plans in which they are enrolled at the time of layoff for a period of up to two (2) years, but the employees will be required to pay the full cost of premiums, quarterly, in advance.
- b. Employees shall be notified, in writing, at time of layoff of this option and will be expected to indicate whether they wish to waive or participate in the benefit coverage not later than one (1) calendar month before their premium coverage is scheduled to terminate. (See Article B.11.2.a.ii)
- c. This article is not applicable to term contract adult education teachers.

### **ARTICLE C.22 TERM CONTRACT ADULT EDUCATION TEACHERS – LAY OFF RECALL AND SEVERANCE**

#### **C.22.1 NATURE OF APPOINTMENT**

Term contract adult education teachers are engaged on the basis of fixed term contracts. An adult education teacher's status will be considered probationary until the successful completion of a full term contract.

- a. Term contract adult education teachers will be laid off on completion of their contracts and re-engaged in accordance with the rehiring provisions of this article.

#### **C.22.2 LAY OFF AND RECALL**

- a. A layoff is defined as an involuntary reduction, in whole or in part, in the percentage of the employment of the term contract adult education teacher.
  - i. For the purposes of layoff and recall, an adult education teacher's total assignment is deemed the sum of that adult education teacher's contracts with the Board.
- b. When a layoff is effected, the term contract adult education teachers to be retained shall be those who possess the greatest seniority, provided they also possess the necessary qualifications for the positions available.



- c. Notice of layoff will contain the reason for the layoff, a list of all adult education teachers and their contracts, and a list of any vacant positions remaining in the district. The Board shall concurrently forward a copy of such to the Surrey Teachers' Association.
- d. In the event an adult education teacher who has received notice of layoff can establish that a term contract adult education teacher of lesser seniority working the same or fewer contract hours has been retained in a position for which the employee who has received notice is qualified, the notice of layoff will be rescinded forthwith.
- e. Provided the term contract adult education teacher in receipt of a layoff notice possesses the necessary qualifications and wishes to accept a position at the same or fewer contracted hours:
  - i. The laid off adult education teacher may claim the position of a more junior term contract adult education teacher if the term has not yet commenced, HOWEVER
  - ii. Where more than one (1) term contract adult education teacher at the reduced contract hours is junior to the laid off term contract adult education teacher, the laid off term contract adult education teacher may only claim the position of the most junior term contract adult education teacher, BUT
  - iii. An adult education teacher exercising this right may not claim only a part of a less senior adult education teacher's assignment.

### **C.22.3 CANCELLATION**

- a. A cancellation may occur when the Board chooses not to continue a class for lack of enrolment or other reasons.
- b. Where layoff occurs prior to the start of classes, the term contract adult education teacher shall be entitled to wages for one (1) session of the cancelled contract. If the term contract adult education teacher was engaged on contract(s) the previous term, the term contract adult education teacher will be placed on the recall list.
- c. Where layoff occurs subsequent to the start of classes, the term contract adult education teacher shall be entitled to a cancellation payment of two (2) sessions for the cancelled portion of the contracted term and, if the term contract adult education teacher was engaged on contract(s) the previous term, the term contract adult education teacher shall be placed on the recall list.

### **C.22.4 RECALL LIST**

- a. The name of any term contract adult education teacher who had been employed on a contract and who has been laid off will be maintained on a recall list, subject to the following provisions:

- b. Term contract adult education teachers on the recall list will be responsible for advising the Associate Superintendent, Continuing Education, of any changes in address or telephone number to ensure that they can be contacted readily, and of changes in their qualifications to ensure they are considered for vacancies which might arise.
- c. When a previously existing term contract position in the bargaining unit is to be refilled, the position shall first be offered in writing, to the term contract adult education teacher who held that position the previous term.
- d. If that term contract adult education teacher declines the offer, the position shall be offered to the term contract adult education teacher with the greatest seniority and the necessary qualifications and the process shall be repeated until the position is filled.
- e. All positions shall be filled in this manner while there are term contract adult education teachers who have been laid off pursuant to this agreement remaining on the list.

#### **C.22.5 OFFER OF RE-ENGAGEMENT**

- a. A term contract adult education teacher who is offered re-engagement pursuant to the previous Articles must inform the Continuing Education Department, in writing, of whether the written offer is accepted or not, within forty-eight (48) hours of receipt of the written offer, exclusive of weekends and statutory holidays.
- b. The Board will allow seven (7) calendar days from the time an offer of re-engagement is made under Article C.22.5.a for the term contract adult education teacher to commence duty if the term contract adult education teacher has commitments that must be met.

#### **C.22.6 LOSS OF RIGHTS**

- a. A laid off term contract adult education teacher's right to recall and re-engagement will be lost:
  - i. On resignation, retirement or dismissal
  - ii. If the term contract adult education teacher refused to accept a position for which the term contract adult education teacher is qualified, unless the reasons for refusal are acceptable to both the President and the Associate Superintendent, Continuing Education.
  - iii. After four (4) terms on the lay-off/recall list.

#### **C.22.7 RE-HIRING AND HIRING - FIRST RIGHT OF REFUSAL**

Subject to Article C.22.8.b and E.24.2, term contract adult education teachers (including probationary adult education teachers) who satisfactorily complete a contract for a course will be offered the first opportunity to contract for that same course if it is to be offered again the following term.

### **C.22.8 RIGHTS WHERE COURSE NOT RE-OFFERED**

- a. After contracts have been awarded pursuant to Article C.22.7, those term contract adult education teachers who, the previous term, satisfactorily completed a course which is not being re-offered, will be afforded the opportunity, in order of seniority, to assume courses for which the previous incumbent has declined re-employment or which are newly offered, and for which the term contact adult education teacher is qualified, up to the total number of contract hours the term contract adult education teacher was engaged in the previous term provided that the term courses were not reassigned to continuing contract adult education teachers in order to fulfill their contractual obligations.
- b. Term contract adult education teachers who, the previous term, satisfactorily completed a course, and who are not re-engaged pursuant to Article C.22.7 or C.22.8.a may exercise their “bumping” rights as provided under Articles C.22.2.e - C.22.2.e.iii of this Agreement; and such rights will also be extended to any term contract adult education teacher thereby displaced.

### **C.22.9 POSTING AND FILLING VACANCIES**

- a. After term contracts have been awarded pursuant to Articles C.22.7, C.22.8.a, and C.22.8.b, any remaining vacancies will be listed and circulated to all adult education teachers at their home addresses not later than one (1) month prior to the commencement of the term.
- b. Adult education teachers wishing to be considered for courses listed pursuant to Article C.22.9.a, shall ensure that their applications are received by the Continuing Education Office up to the closing time noted on the listing, which closing time shall not be less than seven (7) calendar days subsequent to distribution of the listing.
- c. Applications in C.22.9.a and C.22.9.b must include all details which would assist in determining the most suitable applicant.
- d. When all suitable applicants from the recall list have been awarded term contracts, any remaining contracts will be awarded to other suitable applicants.

### **C.22.10 NOTIFICATION**

No later than one (1) week after the start of each term, the Board shall provide the Surrey Teachers’ Association with a list of all the vacancies which have been filled and the seniority dates of the term contract adult education teacher appointed thereto.

### **C.22.11 SEVERANCE PAY NOT APPLICABLE**

Severance pay is not applicable to an adult education teacher laid off from a term contract.

**ARTICLE C.23 PART-TIME EMPLOYMENT**

**C.23.1 PART-TIME**

- a. The term "part-time" as used in this agreement refers to an employee who is employed on a contract for less than one hundred percent (100%) of full-time.
- b. As a matter of practice, the Board will not employ a teacher on an appointment which is more than 90% but less than 100% of full-time.

**C.23.2 REDUCTION OF ASSIGNMENT**

An employee who moves from full-time to a part-time assignment will be deemed to be a full-time employee on an approved leave under Article G.21 so that the employee may purchase pensionable service to provide for pension credit at full-time equivalent experience.

**\*C.23.3 SECONDARY ASSIGNMENT**

Secondary part-time teachers will be assigned to consecutive teaching blocks whenever practicable.

**C.23.4 BENEFIT SHARING**

Part-time employees shall be entitled to enroll in those employee benefits provided in Articles B.11.2 and B.11.3. Benefit premiums for such employees will be shared on the following basis:

<b>Portion of Time Worked (Full-time = 1.0)</b>	<b>Employee's Share of Premiums</b>	<b>Board's Share of Premiums</b>
0.1	86.5%	13.5%
0.2	73.5%	26.5%
0.3	60.0%	40.0%
0.4	46.5%	53.5%
0.5	33.5%	66.5%
0.6 to 0.9	20.0%	80.0%

**C.23.5 PROFESSIONAL DEVELOPMENT/IN-SERVICE**

- a. The participation of part-time employees in in-service or professional development activities held at times when the employee would not normally be working is voluntary.
- b. A part-time employee will be paid for participation in professional development or in-service activities held at times when the employee would not normally be working if the employee's administrative officer:
  - i. Requests the employee to attend the activity, or
  - ii. Approves the employee's request to attend the activity. Such approval will not be unreasonably denied, but will be subject to available funding.

## **ARTICLE C.24      JOB SHARING**

### **C.24.1    DEFINITION**

Job sharing shall refer to two (2) employees who elect to share a full-time position. Normally, the position will be shared 60/40 or 50/50.

### **C.24.2    REDUCTION OF ASSIGNMENT**

An employee who moves from full-time to a job sharing assignment will be a full-time employee on an approved leave for the percentage of time not worked.

### **C.24.3    PARTNERSHIPS**

- a.      When a job sharing partnership is proposed the two (2) employees must make written application (unless agreed otherwise by the employees and the principal), by April 1, unless the Human Resources Department and the President agree to a different deadline in a given school year, to the principal with a copy to the Human Resources Department.
- b.      The principal shall provide the applicants with a written approval or rejection at least two (2) weeks before the scheduled circulation of vacancies under Article E.26.4.a. Proposals to job share shall not be denied unreasonably.
- c.      In the event that two (2) employees who have no guaranteed assignment (under Article G.21.1.e) are simultaneously returning from leave, they may make a proposal as a partnership to the Human Resources Department to share an assignment.
- d.      Where a partnership has been approved under Article C.24.3.b, then the two (2) employees may jointly apply for vacancies as a partnership. The selection will be pursuant to Article E.28.6. The proposed partnership shall not be denied unreasonably.
- \*e.     Where a partnership has been approved, that partnership shall not be dissolved prior to the end of the school year (except with the approval of the Human Resources Department and the President).

### **C.24.4    RENEWAL**

Job shared positions shall be reviewed annually.

### **C.24.5    APPLICATIONS**

Applications should include proposals on:

- a.      The schedule/timetable of each partner,
- b.      The percentage of assignment applicable to each partner,
- c.      The division of responsibilities,

- d. The method of planning between the partners to ensure continuity of instruction and consistency in the classroom,
- e. The method of communicating to students and parents about course planning and student evaluation,
- f. The methods of representation at staff meetings, parent conferences, staff development, and in-service training.

**\*C.24.6 PREPARATION TIME**

Preparation time will be shared with the full knowledge and consent of the job sharing partners.

**C.24.7 SENIORITY**

The seniority of the job sharing team shall be the same as that of the more senior partner.

**C.24.8 DISSOLVING PARTNERSHIPS**

Where a job sharing partnership has not clarified, within the job sharing application, who will retain the position upon dissolution of the partnership, then when the job sharing arrangement is dissolved:

- a. The employees shall, in order of seniority, be given the right of refusal of the former shared position, THEREAFTER,
- b. The employees will be placed in accordance with Article E.28.8.a (return from leave of absence).

**C.24.9 BENEFITS**

Benefits will be established as in Article C.23.4.

**ARTICLE C.25 EMPLOYEE EVALUATION AND REPORT WRITING**

**C.25.1 OCCASION FOR REPORTING AND EVALUATION**

Reports may be written upon employees in the following instances:

- a. Upon request of the employee, in writing, prior to January 31.
- b. During the first year of employment in the district (See Article C.27).
- c. When there is a substantial change in assignment (e.g., between the elementary and secondary levels, or between a special assignment and a regular classroom assignment).
- d. When a question of competence arises.

- e. When requested by the Board or Superintendent.

#### **C.25.2 EVALUATION DURING THE SECOND YEAR**

An employee who has received a "Satisfactory" report under the provisions of Article C.27.5 shall not receive another formal report during the subsequent twelve (12) month period unless that employee requests a written report pursuant to Article C.25.1.a.

#### **C.25.3 REPORTS UNDER ARTICLES C.25.1.d, C.25.1.e, OR FOR OTHER REASONS**

- a. When a report is to be written upon an employee for reasons other than those noted in Articles C.25.1.a to C.25.1.c, the evaluator or Superintendent, as applicable, will provide the employee who is to be evaluated and the Surrey Teachers' Association with the reasons which give rise to the evaluation, in writing.
- b. This is to be done at least two (2) weeks prior to the initiation of those steps outlined in Articles C.25.4 to C.25.6.h below.
- c. Should the employee upon whom the report is to be written disagree with the reasons and/or occasion identified in Article C.25.3.a, the employee must give written notice of this disagreement to the President or designate, and to the Superintendent or designate, within this two (2) week period.
- d. Within seven (7) days of receipt of written disagreement a meeting between the parties will be held to resolve the matter. In the event that an agreement is not reached within seven (7) days, the Surrey Teachers' Association may grieve the decision on the basis of it being unreasonable. This will not, however, act as a bar to the without prejudice continuation of the report writing process.

#### **C.25.4 EVALUATION CRITERIA**

- a. Evaluators shall use the criteria, definitions and guidelines identified in Appendix D, except
- b. When the criteria identified in Appendix D are not appropriate due to the nature of the employee's assignment, the employee and the evaluator shall meet to discuss and identify the revised criteria.
- c. It will be the responsibility of the evaluator to provide the employee with a final copy of the revised criteria.
- d. Where revised criteria might be applicable to the evaluation of other Surrey Teachers' Association members, the President will also be provided a copy.

### C.25.5 PROCESS

- a. When a report is to be written, the evaluator and the employee shall meet at a mutually agreeable time to discuss the process by which this formal evaluation will take place. This will include a discussion of pre-arranged visits/observations, impromptu visits, and at least the first post-observation conference. A copy of the criteria, definitions and guidelines shall be given to the employee at this meeting.
- b. The evaluator/employee meeting shall also include a discussion as to whether the criteria in Appendix D are or are not relevant, given the particular assignment. Where there is a view that criteria are not relevant or that criteria other than those outlined in Appendix D are relevant, these will be discussed. The evaluator and the employee will attempt to agree on the criteria to be used. Subsequent to the discussion, the evaluator will advise the employee in writing of the criteria, definitions and guidelines which will be used as the basis for the report. The evaluator will append to the report the identification of criteria which were applied without mutual agreement.
- c. Should the employee elect not to avail themselves of the opportunity to meet with the evaluator within two (2) weeks of being invited to meet, the evaluator will provide the employee with this information in writing.
- d. Involvement or non-involvement of an employee in extra-curricular activities is outside the scope of a report on the work of the employee.
- e. A written report shall be based on a minimum of three (3) classroom visits/observations of a duration sufficient for the collection of data based on the criteria. Determination as to whether the situation will result in a less than satisfactory report will not be based on collaboration with or information provided by the author of a prior report.
- f. A copy of the data collected during each visit/observation will be given to the employee as early as possible and prior to any post-observation conference (which will be held within a reasonable time following the visit/observation).
- g. Included in each post-observation conference will be suggestions which are reasonably specific for remediation where weaknesses were observed.
- h. When any of the processes in Articles C.25.5.c to C.25.5.g are not appropriate due to the nature of the employee's assignment (see Article C.25.4.b), the employee and the evaluator will meet to discuss and identify the revised process.
- i. If an employee on whom a report is to be written has reason to believe that the person who is to write the report holds an unreasonable bias, the employee will advise the Superintendent and the President of this belief. Upon recognition of alleged bias, the employee will report their belief as soon as possible. A report of alleged bias will only be entertained prior to the meeting to discuss the draft report. (See Article C.25.6.e)



## **C.25.6 REPORTS**

- a. **Direct Observation** - A report should be based on the direct observation by the evaluator of the employee who is to be evaluated, and shall be written in consideration of only those criteria cited in Article C.25.4.a above or other criteria as may be determined through application of Article C.25.4.b.
- b. A report written on an employee should be based primarily upon observations made in the employee's major area of assignment. The report shall also note any discrepancy between the employee's current assignment and areas of training.
- c. Specific comments made by the evaluator shall be directly related to the evaluation criteria, definitions, and guidelines and shall be reasonably and professionally supported.
- d. If an evaluator notes an area in an employee's work where the need for continued growth and/or improvement is indicated, the evaluator shall include specific recommendations.
- e. Once a draft of a formal report is prepared, the evaluator and the employee shall meet at least one (1) week prior to the final draft being submitted, at which time a copy of the draft will be provided to the employee.
- f. After a reasonable time, the evaluator and the employee shall discuss the draft and possible amendments. After all possible amendments have been fully considered, the evaluator shall prepare and submit the final report. (See also Article A.26.1)
- g. A report on an employee is "received" by the employee when it is presented to the employee by the evaluator, thereafter
- h. An employee has the right to submit a written commentary on any report which shall be filed with all copies of the report.

## **C.25.7 LESS THAN SATISFACTORY**

In the event that an employee receives a less than satisfactory report under Articles C.25 or C.27:

- a. The evaluator, a representative of the Superintendent's office, the employee and the President, or designate, will meet to discuss the situation and the recommendations made pursuant to Article C.25.6.d. In the event that the evaluator is not based at the employee's place of work, the Principal / Vice Principal and an additional Surrey Teachers' Association representative may also attend.
- b. Ways of addressing concerns within appropriate timelines will be discussed and, if possible, the components of a joint plan of assistance will be established. The plan will remain in effect until/unless modified in another meeting of the participants identified in Article C.25.7.a.

- c. The plan of assistance will give the employee access to existing staff support resources and consultative services. Further, the employee may be given reasonable opportunities to attend workshops related to the problems and/or observe employees in similar assignments.
- d. The employee's Principal / Vice Principal shall keep the Superintendent's office advised on the progress of the plan of assistance. The employee will keep the President similarly advised. Should either party have concerns, the Superintendent, or designate, and President, or designate, will meet to discuss the concerns.
- e. A subsequent evaluation will not commence until the employee and the President have been given prior written notice.
- f. Any data collected prior to the commencement of the evaluation will not be used by the evaluator when determining whether or not the employee should receive a less than satisfactory report.
- g. The employee may request a transfer under Article E.29.3.
- h. The employee may request and may be granted a leave without pay for a reasonable period of time for the purpose of taking a program of professional or academic instruction, and a subsequent evaluation shall be undertaken in accordance with Article C.29.4.

**ARTICLE C.26 ADULT EDUCATION TEACHERS EVALUATION, REPORT WRITING AND DISMISSAL BASED ON PERFORMANCE**

C.26.1 Article C.25 applies to adult education teachers (Article C.27, First Year Employees does not apply) subject to the following:

- a. Article C.25.1 will apply, except an adult education teacher request in 4 C.25.1.a is to be within the first three (3) weeks of the term or semester.
- b. The following instance may result in a report being written pursuant to Article C.25.1:

When the results of course participant assessments, routinely conducted to assist in determining the effectiveness of programs, are reasonable considered by the Principal to indicate that evaluation is warranted.

- c. The evaluation criteria, definitions and guidelines identified in Appendix E will be used for adult education teachers, subject to amendments pursuant to Article C.25.5.b.
- d. Article C.25.5.e shall be replaced with,

C.25.5.e A written report shall be based on a minimum of two (2) classroom visits/observations of a duration sufficient for the collection of data based on the criteria.

- e. The discussions referred to in Articles C.25.5.a, C.25.5.b, C.25.5.c and C.25.5.f need not be at a meeting.
- f. In evaluating an adult education teacher, the evaluator may consider the results of student surveys of the adult education program and its delivery, routinely conducted to assist in determining the effectiveness of programs, which have been returned by at least 60% of the adult education teacher's current students. The student surveys and results the evaluator intends to consider shall be given to the adult education teacher as part of the criteria to be provided to the adult education teacher under Article C.25.4.c.

## **ARTICLE C.27 FIRST YEAR EMPLOYEES**

### **\*C.27.1 NATURE OF APPOINTMENTS**

All employees hired after January 1, 1991 will be appointed to continuing contracts of employment.

### **\*C.27.2 FIRST EVALUATION**

- \*a. No later than six (6) school months following appointment, employees will receive an initial evaluation, which evaluation shall be conducted using the FIRST YEAR EMPLOYEE EVALUATION form as revised 1993-02-22.
- \*b. This evaluation will be conducted in accordance with Articles C.25.4 to C.25.6.h with Article C.25.5.e being replaced with,
  - \*C.25.5.e A written report shall be based on a minimum of two (2) classroom visits/observations of a duration sufficient for the collection of data based on the criteria.
- \*c. Should the first evaluation be "Less Than Satisfactory", the employee shall be placed on probation and the employee and the Surrey Teachers' Association notified immediately, in writing, of the action.

### **\*C.27.3 PERFORMANCE DEEMED SATISFACTORY**

An employee's performance shall be deemed to be "Satisfactory":

- \*a. On the receipt of a "Satisfactory" report prepared pursuant to Article C.27.2, or
- \*b. If no report is prepared pursuant to Article C.27.2.

### **\*C.27.4 LESS THAN SATISFACTORY**

In the event that a first year employee receives a less than satisfactory report pursuant to Article C.27.2, the provisions of Articles C.25.7 shall apply. Where an employee has been granted a leave pursuant to Article C.25.7.h, the time limits in this Article will be extended by a period equal to the approved leave.

**\*C.27.5 SECOND EVALUATION**

No later than six (6) school months subsequent to issuance of the initial evaluation report pursuant to C.27.2, employees who have been placed on probation may receive a second evaluation. This evaluation shall be conducted in accordance with the whole of Article C.25.

**\*C.27.6 COMPLETION OF PROBATION**

An employee's performance shall be deemed to be satisfactory and the employee shall be deemed to have satisfactorily completed a probationary period:

- \*a. On receipt of a "Satisfactory" report prepared pursuant to Article C.27.5, or
- \*b. If no report is prepared pursuant to Article C.27.5.

**\*C.27.7 TERMINATION OF SERVICE**

- \*a. The Board shall not terminate the services of an employee placed on probation pursuant to this Article except for just and reasonable cause where the Board has received one (1) "Less Than Satisfactory" report under Article C.27.2 and one (1) "Less Than Satisfactory" report under Article C.27.5.
- \*b. When the services of an employee placed on probation are to be terminated, the employee will be:
  - \*i. Provided with at least one (1) month's written notice of termination, with termination to be effective as of the end of the then current term or semester, as applicable, and
  - \*ii. Afforded a hearing pursuant to Article C.32 prior to the proposed termination date.

**\*C.27.8 ARTICLE C.29.2 IN EFFECT**

If an employee receives a "Satisfactory" report under Article C.27.3 but a "Less Than Satisfactory" report under Article C.25, the second report shall be understood as a first "Less Than Satisfactory" report under the provisions of Article C.29 and Article C.29 will apply.

**\*C.27.9 EXTENDING TIME LINES**

- \*a. Where an employee covered in Article C.27 is absent for any period(s) in excess of one (1) month, the time limits in this Article will be extended by a period or periods equal to such absence(s).

- \*b. Notwithstanding Article C.27.2.c, where there is reasonable cause to believe that circumstances not within the control of the employee resulted in a less than satisfactory report under Article C.27.2, the employee may request a transfer, within fourteen (14) days of notification under Article C.27.2.c, and the Board shall:
  - \*i. Make all reasonable efforts to arrange a transfer under Article E.29 to a mutually agreeable assignment or school for the succeeding school term/semester, but in such event the probationary provisions shall commence anew as of the effective date of any such transfer, and
  - \*ii. Ensure that the subsequent report under Article C.27.4 is written by a different evaluator.

## **ARTICLE C.28 EVALUATION OF TEACHERS TEACHING ON CALL**

- C.28.1 The provisions of Articles C.25 and C.29 will be extended to include evaluation of Teachers Teaching On Call and will prevail except as amended below:
- C.28.2 The following will not apply to the evaluation of Teachers Teaching On Call: Articles C.29.2.b, C.29.2.c and C.29.3 to C.29.4.e, inclusive.
- C.28.3 Articles C.25.1.a to C.25.1.c will be replaced with:
- a. Prior to March 31st of each school year a Teacher Teaching On Call may request, in writing, an evaluation report from a Principal / Vice Principal.
  - b. Such a request shall not be unreasonably denied where the Teacher Teaching On Call:
    - i. Has taught in the school for at least five (5) days (either consecutive or random),
    - ii. Has previously worked with the class or classes involved,
    - iii. Has not received an evaluation report at that school in the current school year, and
    - iv. The Principal / Vice Principal has a reasonable expectation that the Teacher Teaching On Call will be reassigned to the school for a further five (5) days before the end of the school year.
  - c. During a school year a Teacher Teaching On Call may request evaluation reports from Principals / Vice Principals in a maximum of two (2) different schools.
- C.28.4 Article C.25.5.e shall be replaced with,
- C.25.5.e A written report shall be based on a minimum of two (2) classroom visits/observations of a duration sufficient for the collection of data based on the criteria.

C.28.5 Article C.29.1 shall be replaced with,

C.29.1 The Board shall not dismiss a Teacher Teaching On Call for unsatisfactory performance except where the Board has received two (2) evaluation reports, written by different evaluators, which indicate that the learning situation is less than satisfactory.

C.28.6 Article C.29.2.a shall be replaced with,

C.29.2.a The second evaluation report shall be issued within three (3) school months of the initial report.

### **C.28.7 EVALUATION FORM**

Evaluators will use the Teacher Teaching On Call evaluation form as revised 1993-02-22.

## **ARTICLE C.29 DISMISSAL BASED ON PERFORMANCE**

### **C.29.1 UNSATISFACTORY PERFORMANCE**

The Board shall not dismiss an employee for unsatisfactory performance except where the Board has received three (3) reports prepared in accordance with Article C.25 of this agreement indicating that the learning situation in the class or classes of the teacher (or performance of an employee who has other than a classroom assignment) is less than satisfactory.

### **C.29.2 THREE REPORTS**

The reports referred to in Article C.29.1 shall be prepared in accordance with the process established in Article C.25 and in accordance with the following conditions:

- a. The reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months; /or
- b. The twelve (12) to twenty-four (24) month period in Article C.29.2.a shall be extended by any periods of time an employee is absent, excepting only short term absences of one (1) month or less. If the Board believes that abuse of this provision is occurring, the Superintendent shall consult with the President.
- c. At least one (1) of the reports shall be a report by the Superintendent, the Deputy Superintendent, an Assistant Superintendent, or a Director of Instruction.
- d. The reports shall be written by at least two (2) different evaluators.
- e. The reports shall be written independently of each other, and the evaluators shall not collaborate with regard to the results.

- f. As a general practice, a report will be written by a Principal / Vice Principal who has responsibility for the operation of the school/worksite, has a supervisory relationship with the employee, or has expertise in the employee's major area of assignment.

### **C.29.3 DISMISSAL**

When an employee is to be dismissed for unsatisfactory performance, the employee will be:

- a. Provided with written notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, and
- b. Afforded a hearing pursuant to Article C.32 prior to the proposed dismissal date.

### **C.29.4 LEAVE BETWEEN REPORTS**

Where an employee who has received a "less than satisfactory" evaluation report is absent for more than one (1) month any subsequent evaluation conducted within the time period referred to in Article C.29.2.b will not commence (or continue if the evaluation had already started) until at least:

- a. One (1) week after the employee's return to duty after an absence of at least one (1) month,
- b. Two (2) weeks after the employee's return to duty after an absence of at least two (2) months,
- c. Three (3) weeks after the employee's return to duty after an absence of at least three (3) months,
- d. Four (4) weeks after the employee's return to duty after an absence of four (4) months or more,
- e. And the twelve (12) to twenty-four (24) month period referred to in Article C.29.2.b will be further extended by one, two, three or four weeks as the case may be.

## **ARTICLE C.30 TERM CONTRACT ADULT EDUCATION TEACHERS DISMISSAL BASED ON PERFORMANCE**

C.30.1 Article C.29 applies to term contract adult education teachers with the following modifications:

- a. the number of reports required in C.29.1 and C.29.2.a is (2).
- b. the periods referred to in C.29.2.a will be three (3) months and twelve (12) months respectively.
- c. The effective date in Article C.29.3.a will be the end of the notice period.

## **ARTICLE C.31 DISCIPLINE AND DISMISSAL FOR CAUSE**

### **C.31.1 CAUSE**

The Board will not discipline or dismiss a Surrey Teachers' Association member except for just and reasonable cause.

### **C.31.2 INVESTIGATION**

- a. Where the Board initiates an investigation of an employee for the purpose of determining whether there is cause for disciplinary action in respect to the employee, the employee and the Surrey Teachers' Association shall be advised immediately, in writing, of the investigation, the general nature of the allegations made, and of the employee's right to representation. (See Article A.26)
- b. Notwithstanding Article C.31.2.a, where the Board has reasonable grounds for concluding that notifying an employee that an investigation is being conducted would prejudice the investigation, notification may be delayed for a reasonable period of time, but will nevertheless be provided before action is taken.
- c. A Surrey Teachers' Association member who is being questioned as part of an investigation of another employee, pursuant to Article C.31.2.a, may request the presence of a Surrey Teachers' Association representative and the meeting will be adjourned for a reasonable period so that a Surrey Teachers' Association representative may attend. If, at any point during the discussion, the administrative officer believes that there is a reasonable cause for discipline against the Surrey Teachers' Association member being questioned, the administrative officer will adjourn immediately and reconvene under the provisions of Articles C.31.2.a and/or A.26.

### **C.31.3 NOTIFICATION AND HEARING**

Where the Board proposes to suspend or dismiss a Surrey Teachers' Association member (other than a suspension to which Section 15(5) of the *School Act* reasonably applies), the Board shall hold a hearing in accordance with Article C.32.

### **C.31.4 ASSISTANCE TO REINSTATED SURREY TEACHERS' ASSOCIATION MEMBERS**

Where a Surrey Teachers' Association member has been suspended or dismissed as a consequence of criminal charges and is subsequently reinstated as a result of an acquittal, of the charges being dropped, or as a result of the findings of an arbitrator:

- a. The Surrey Teachers' Association member will be encouraged to utilize the counselling services available to the Surrey Teachers' Association member and the Surrey Teachers' Association member's family through the Employee and Family Assistance Plan, and
- b. The Board and the Surrey Teachers' Association will cooperate to assist the Surrey Teachers' Association member to a successful return to duty.



- c. Consideration will be given by the Board for a leave of absence under Article G.21.2, for transfer to a vacant position under Article E.29.3, for a public statement and for facilitating employment with another school district.

### **C.31.5 FALSE ACCUSATIONS**

When it has been shown that a Surrey Teachers' Association member has been falsely accused, the Board will consider consequential discipline of the accuser where there exists just cause.

### **C.31.6 TEACHER REGULATION BRANCH NOTIFICATION**

- a. When a teacher has been charged with a criminal offence, the Teacher Regulation Branch will be advised immediately should the Board suspend or dismiss the teacher as a result of such charge.
- b. When a teacher has been suspended or dismissed for reasons other than a criminal charge, the Teacher Regulation Branch will be advised when:
  - i. The appeal process has been abandoned through failure to initiate a grievance or to proceed to subsequent steps of the grievance procedure within the prescribed time limits, or
  - ii. The appeal process has been exhausted.
- c. Correspondence to the Teacher Regulation Branch as provided for in Article C.31.6 will be copied, concurrently, to the teacher and the Surrey Teachers' Association.

## **ARTICLE C.32 HEARINGS WITH THE BOARD OR A COMMITTEE OF THE BOARD**

### **C.32.1 HEARING TO BE INITIATED**

The Superintendent shall convene a hearing with the Board or a Committee of the Board to consider the evidence and the Superintendent's recommendations before any of the following actions are taken:

- a. Termination of the services of an employee on probation pursuant to Article C.27,
- b. Dismissal for unsatisfactory performance, pursuant to Article C.29, or
- c. Suspension or dismissal, including any action under section 15(7) of the *School Act*, pursuant to Article C.31.

### **C.32.2 NOTIFICATION**

When a hearing is initiated under Article C.32.1, the Superintendent will provide the Surrey Teachers' Association member and the Surrey Teachers' Association written notice of the:

- a. Situation which has occurred,
- b. Reasons for any action(s) taken and/or recommended for the consideration of the Board or a Committee of the Board, including all available documents to be considered at the hearing; and
- c. Time (not less than seven [7] days nor more than eleven [11] days, subsequent to issuance of the notification) and place at which the Board or a Committee of the Board (comprising at least three (3) Trustees) will be available to meet with the Surrey Teachers' Association member and/or representative(s) of the Surrey Teachers' Association (see Article C.32.3.c) should the Surrey Teachers' Association member desire a hearing before the Board or a Committee of the Board considers the evidence and the recommended action.
- d. Only the trustees present for the hearing called under Article C.32 shall render a decision on the matter.

### **C.32.3 HEARING**

- a. The Surrey Teachers' Association member, or the Surrey Teachers' Association on behalf of the Surrey Teachers' Association member, may file a written reply to the reasons for the action(s) taken and/or recommended, as provided pursuant to Article C.32.2.
- b. Not less than forty-eight (48) hours (exclusive of weekends and statutory holidays) prior to the time scheduled for the hearing, the Surrey Teachers' Association member, or the Surrey Teachers' Association on behalf of the Surrey Teachers' Association member shall advise the Superintendent, in writing, if the right to a hearing is waived.
- c. At the hearing, the Surrey Teachers' Association member and/or not more than two (2) representatives of the Surrey Teachers' Association shall be entitled to hear all grounds for the action(s) taken and/or recommended, to receive copies of any additional evidence known to that date and to question any person presenting evidence.

### **C.32.4 BOARD/COMMITTEE DECISION**

As soon as possible following the hearing the Board or a Committee of the Board will confirm, vary, or reject the action(s) taken and/or recommended and, not later than seven (7) days after the hearing, will advise the Surrey Teachers' Association member and the Surrey Teachers' Association, in writing, of the Committee's decision. After the decision has been communicated to the Surrey Teachers' Association member and the Surrey Teachers' Association, the decision may be released to other persons who may be affected.

### **C.32.5 APPEAL OF A DECISION**

Where a decision of the Board or a Committee of the Board about a suspension, dismissal or termination is appealed through the grievance process, the provisions of Article A.6 Step 1, 2, and 3 will be considered to have been utilized and the Surrey Teachers' Association may, at the written request of the Surrey Teachers' Association member, refer the matter to arbitration pursuant to Article A.6 Referral to Arbitration.

### **C.32.6 TIME LIMITS**

The parties may, by mutual agreement, extend the time limits prescribed in this Article.

**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.*

<b>Grade</b>	<b>Class Size Limits</b>	<b>Source of Class Size</b>
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

[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.]

**LOCAL PROVISIONS:**

**\*D.1.1 OBJECTIVE**

To provide class sizes that are conducive to effective learning situations, the class size guidelines provided are as follows:

**\*D.1.2 CLASS SIZE GUIDELINES**

\*a. **Initial Class Size:** Subject to Article D.1.4.b staffing plans for the commencement of the school year shall be based upon the levels indicated in Article D.1.2.b.

\*b. Where possible to do so, classes will be established by October 1st. Maximum enrollment in regular classes shall be:

- \*i. Intermediate Split/Multi-age (Grades 4-7) ..... 26 students
- \*ii. Intermediate 1-4 (Grades 4-7) ..... 29 students
- \*iii. Secondary English Class ..... 25 students
- \*iv. H.E. Labs & I.E. Shops ..... 24 students
- \*v. Secondary Class (Grades 8-12).....30 students

- \*c. Home education students attending school will be included in the student count of each class in which the home education student is enrolled.

**\*D.1.3 EXCEEDING CLASS SIZE MAXIMA**

Classes may exceed these limits for educational purposes, in Band, Choir, P.E. or other specialized classes where the teacher has so requested.

**\*D.1.4 FLEXIBILITY FACTOR**

- \*a. When additional students enrol after September 30<sup>th</sup> the guidelines may be exceeded by up to three (3) students in intermediate classes.
- \*b. At any time during the school year the guidelines may be exceeded by up to three (3) students in a secondary class but in such event the total teaching load of any secondary teacher thus affected shall not exceed the sum of the guidelines for the classes taught by that teacher during the year.

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

**\*D.1.5 SAFETY FACTOR**

Where safety is a factor, the number of students in a laboratory, shop or other specialized classroom shall not exceed the number for which the facilities were designed and in no case shall the number of students exceed the class size limits in Article D.1.2.b.

**\*D.1.6 OTHER FACTORS**

In the case of dual, gradual or phased entry, the class size limits shall be honoured 22 calendar days from the start of the class.

**\*D.1.7 SPECIAL EDUCATION CLASSES**

The district will employ a number of teachers for special classes which after September 30 of each school year is no less than:

- \*a. Educable Mentally Handicapped (EMH) or  
Secondary Multi-category (TMH & EMH) ..... 1 FTE per 12 students
- \*b. Educational Continuance Program or  
Elementary Multi-category (TMH & EMH) or  
Primary Language or  
Regular Alternate ..... 1 FTE per 10 students
- \*c. Princess Margaret Alternate ..... 1 FTE per 9 students
- \*d. Severe Learning Disabled Alternate or  
Social Development or  
Trainable Mentally Handicapped (TMH) ..... 1 FTE per 8 students

- \*e. Multi-category (Including TMH/ Autistic/Severe Profound) or Multi-handicapped ..... 1 FTE per 7 students
- \*f. Multi-category (Including Autistic, Dependent, Severe Profound) ..... 1 FTE per 6 students

**\*D.1.8 RESOURCE AND TUTORIAL ROOMS**

- \*a. The district will employ a number of teachers for Special Education Resource and Tutorial Rooms which after September 30 of each school year is no less than:
  - \*i. Multi-category (EMH & SLD) Resource Room or Multi-category (TMH & EMH) Secondary Resource Room or Physically Handicapped Resource Room ..... 1 FTE per 12 students
  - \*ii. Severe Learning Disabled (SLD) Resource Room 1 FTE per 12 students + 0.5 Teachers' Assistant
  - \*iii. Multi-category (EMH & SLD) Tutorial or Multi-category (TMH & EMH) Elementary Tutorial or Severe Learning Disabled (SLD) Tutorial ....1 FTE per 10 students
  - \*iv. Career Education for Learning Disabled (SLD) .....1 FTE per 14 junior secondary students & 15 senior secondary students
- \*b. Each Resource Room (other than SLD in Article D.1.8.a.ii, above) will receive teacher assistant support.
- \*c. A student who falls within one of the above groups and is also physically handicapped shall be counted as falling within the applicable group listed above.

**D.1.9 CLASS SIZE - ADULT EDUCATION**

- a. The Board shall establish class sizes according to the following:

ABE (if attendance required)	25
HSC	30
HSC (secondary English)	29
ESL Beginners	21
ESL Intermediate/Advanced	25
Literacy Beginners	21
Literacy Intermediate	25
Tutorial (drop-in)	1:75 enrolled
Computer Assisted Labs	1:75 enrolled

- b. The guidelines shall be in force no later than 22 calendar days from the start of the class (as per LOU No. 12) following the first scheduled class for regular classroom programs and no later than 22 calendar days following notification to the administrative officer by the adult education teacher for continuous intake programs.
- c. The number of students in a laboratory, shop or other specialized classroom shall not exceed the number for which the facilities were designed or equipped or which can be safely accommodated.
- d. Whenever a tutorial (drop-in) or computer assisted laboratory class exceeds 24 students in attendance another adult education teacher shall be called, or other resources shall be provided for that day, as requested by the adult education teacher.

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

No provincial language.

### **LOCAL PROVISIONS:**

#### **\*D.2.1 STUDENTS WITH SPECIAL NEEDS**

- \*a. "Students with special needs" are defined as those students who have been identified by assessment procedures as being included within Function 1 guidelines of the Ministry of Education. Where reference is made to "high" or "low" incidence students with special needs the Ministry of Education's definitions of high and low incidence students will apply.
- \*b. The de-assessment procedure used to determine that a student is no longer a "student with special needs" of a particular category or categories shall involve as rigorous an analysis as the original assessment procedure.
- \*c. During at least the first school year in which a student is returned to a regular class setting from an elementary level Social Development Class, the student will be considered as continuing to be high incidence (Severe Behavior) for the purpose of class size limits in Article D.1.

#### **\*D.2.2 INTEGRATION OF STUDENTS WITH SPECIAL NEEDS**

In accordance with Article D.2.4.b.ii an administrative officer shall make best efforts to ensure that unreasonable numbers of E.M.H., S.L.D., and Severe Behaviour students are not placed in any one "regular" class, and in any event:

- \*a. Not more than two (2) low incidence students with special needs (See Article D.2.1) will be enrolled in a "regular" class.
- \*b. Not more than one (1) high incidence (Severe Behaviour) student with special needs will be enrolled in a "regular" class.

- \*c. When a high incidence (Severe Behaviour) student with special needs is enrolled in a "regular" class, only one (1) low incidence special education student may be enrolled in that class.
- \*d. When low incidence and/or high incidence (Severe Behaviour) students with special needs are enrolled in a "regular" class, that class will be smaller than the guidelines and the flexibility factor in Article D.1.4 will not apply.

### **\*D.2.3 SCHOOL-BASED TEAM**

#### **\*D.2.3.a PURPOSE AND AREAS OF RESPONSIBILITY**

- \*i. Each school will establish a school-based team for the purpose of supporting the individual learner, the classroom teacher(s) and the classroom learning situation.
- \*ii. The school-based team will hear concerns pursuant to Article D.2.3.d herein, and consider appropriate educational and medical advice.
- \*iii. The school-based team shall make recommendations, when appropriate, to the administrative officer(s), staff and/or District Student Support Center staff. Recommendations may pertain to student assessments, placements, educational programming, resources and action planning.

#### **\*D.2.3.b COMPOSITION**

The members of the school-based team shall include:

- \*i. School administrative officer(s)
- \*ii. School learning assistance teacher(s)
- \*iii. School counsellor(s)
- \*iv. Teachers who provide a direct educational service to the particular student or who are anticipated to provide a direct educational service to the particular student.
- \*v. School Psychologist (when a student assessment is requested or anticipated the School Psychologist should attend).
- \*vi. Other resource person(s) or person(s) affected as determined by an administrative officer and/or the school-based team.

#### **\*D.2.3.c TEAM MEETINGS**

- \*i. The school-based team meetings will be scheduled on a regular basis, as required.
- \*ii. A member of the school-based team will have the assignment of monitoring the action plan and the status of recommendations.



#### **\*D.2.3.d REFERRALS**

If a teacher is concerned because the classroom learning situation is seriously and detrimentally affected by an individual student who needs special assistance, the teacher will bring those concerns to the attention of the administrative officer and thereafter may refer any of the concerns to the school-based team.

#### **\*D.2.3.e PROCEDURES**

The administrative officer, the school-based team and the school staff will develop and distribute written procedures regarding the process for referrals under Article D.2.3.d; the schedule and location of meetings; and the process for establishing and distributing the agenda, minutes and/or recommendations. These procedures shall not be inconsistent with the provisions of Article D.2.3.

### **\*D.2.4 INTEGRATION**

#### **\*D.2.4.a INTEGRATION SUPPORT**

Integration Support Teachers will be employed by the Board to assist with and facilitate integration.

#### **\*D.2.4.b INTEGRATION PLACEMENT**

When the integration of students with special needs is planned:

- \*i. The teacher in whose class the student is to be integrated and the school-based team shall be consulted and involved in the placement decisions.
- \*ii. Class composition, physical space, supply and equipment requirements shall be major considerations.
- \*iii. Accessibility, safety procedures, medical needs and support service requirements, relative to the severity of the student's disability, will all be taken into consideration.
- \*iv. Program implementation will be in accordance with the *School Act* and, as such, a joint responsibility between the integration support teacher or school-based special education teacher and the integrating teacher.

#### **\*D.2.4.c REFERRALS**

- \*i. Referrals to the school-based team may be made by the student's parents or guardians, the student (if appropriate), teachers of the student, an administrative officer of the school, the Student Support Center or appropriate external agencies.
- \*ii. Further referral to a district level placement review meeting may be made by the school-based team. (See Article D.2.3)

**\*D.2.5 RELEASE TIME**

- \*a. As determined by the Director of Instruction - Student Support Center or designate and in consultation with the school's Principal, release time for teachers of students with special needs:
  - \*i. Will be granted to develop an individual educational plan (IEP) for students with special needs in the "Low Incidence" category and in the Severe Behavior "High Incidence" category.
  - \*ii. May be granted to develop an individual education plan for students with special needs in the "High Incidence" SLD and EMH categories.
- \*b. As determined by the Director of Instruction - Student Support Center or designate and in consultation with the school's principal, teachers of students with special needs may be granted release time required to:
  - \*i. Where practicable, visit students with special needs in the student's environment.
  - \*ii. Receive integration and/or special education in-service, both prior to integration, and on an ongoing basis.
  - \*iii. Consult with other staff and resource persons regarding student needs, program planning, and to evaluate program effectiveness.

**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	1:649 students	Agreement in Committee (1998)
Counsellors	1:628 students	Agreement in Committee (1998)
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:218 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:60.6 ESL/ELL students	Former LOU No. 5 (2000)

**\*D.3.1** The case load/work load of non-enrolling employees will not increase above the following:

**\*a. COUNSELLORS:**

\*i. 1 FTE Counsellor or portion thereof for every 965 elementary school students (head count) based on the district's mid-year student projections.

\*ii. 1 FTE Counsellor in each secondary school for every 380 secondary school students (head count) based on the district's mid-year student projections.

**\*b. HEARING IMPAIRED:** 1 FTE Teacher of the Hearing Impaired or proportion thereof for every 28 hearing impaired students based on the projected enrollment of hearing impaired students in the district.

**\*c. HOSPITAL/HOMEBOUND:** The full-time case load for a Teacher of the Hospital/ Homebound will not exceed 10 students on a weekly basis inclusive of other related duties.

**\*d. INTEGRATION SUPPORT:** 1 FTE Integration Support teacher or proportion thereof for every 15 students on the case load of integration support teachers as of September 30.

**\*e. LEARNING ASSISTANCE:**

\*i. 1 FTE Learning Assistance Teacher or portion thereof in each school for every 410 elementary school students (primary 2 - Grade 7 regular, ESL, Gifted, and First Nations Students in regular classes) based on the district's mid-year student projections.

\*ii. 1 FTE Learning Assistance Teacher or portion thereof in each school for every 550 Grade 8-10 secondary school students (regular, ESL, Gifted, and First Nations and Career Preparation students in regular classes) based on the district's mid-year student projections.

\*iii. 1 FTE Learning Assistance Teacher or portion thereof in each school for every 1000 Grade 11-12 secondary school students (regular, ESL, Gifted, and First Nations and Career Preparation students in regular classes) based on the district's mid-year student projections.

**\*f. LIBRARY:**

\*i. 1 FTE Teacher Librarian or portion thereof in each elementary school for every 500 elementary school students (head count) based on the district's mid-year student projections.

\*ii. 1 FTE Teacher Librarian in each secondary school.

- \*g. **SCHOOL PSYCHOLOGISTS:** 1 FTE School Psychologist or portion thereof for every 3410 students (head count) based on the district's mid-year student projections.
- \*h. **SPEECH LANGUAGE PATHOLOGISTS:** 1 FTE Speech Language Pathologist for each full group of 2319 students (head count) in the district as of September 30.
- \*i. **VISITING:** The full-time case load for a Visiting Teacher will not exceed 12 students except in the case of the Emergency Receiving Home where the visiting teacher, part-time or otherwise, will have a case load of no more than 12 students at one time.

**\*D.3.2** The district's present practice with regard to the rounding of entitlements shall continue.

**\*D.3.3** Article D.3.1 does not apply to Work and Learn Centres.

#### **ARTICLE D.4 PREPARATION TIME**

**Article D.4.1 through D.4. 3 does not apply in School District No. 36 (Surrey)**

#### **LOCAL PROVISIONS:**

Teachers will be entitled to preparation time as follows:

#### **\*D.4.4 SECONDARY**

Full-time secondary teachers shall be entitled to a minimum of twelve and one-half percent (12.5%) of total instructional time when averaged over the school year, for purposes of preparation.

#### **\*D.4.5 SECONDARY - PART-TIME**

- \*a. In secondary schools, preparation time for eligible part-time teachers will be a function of time taught and will be reflected in the appointment in accordance with the formula:

$$\frac{\# \text{ Blocks taught}}{\# \text{ Blocks in annual full-time load}} \times 100,$$

rounded to the nearest whole percent.

- \*b. **For example**, where the full-time teaching load over the full year is seven (7) teaching blocks, full year appointments would be:

<u>Blocks taught</u>	<u>Appointment</u>
7	100%
6	86%
5	71%
4	57%
3	43%

**NOTE:** No preparation time under 40% but for posting purposes the appointment would be:

2	25%
1	13%

#### **\*D.4.6 SECONDARY SEMESTERED**

Where a teacher is hired to teach for a single semester in a semestered secondary school the teacher will be paid in lieu of preparation time as follows:

<u>Blocks taught</u>	<u>Appointment</u>
4	114%
3	86%
2	57%

**NOTE:** No preparation time under 40% but for posting purposes the appointment would be:

1	25%
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#### **\*D.4.7 ELEMENTARY**

- \*a. Full-time elementary teachers shall be entitled to a minimum of one hundred (100) minutes per week for purposes of preparation. (One hundred ten (110) minutes effective June 30, 2019.)
- \*b. Normally, such time shall be allocated in blocks of thirty (30) minutes duration but shall be no less than twenty (20) minutes duration.
- \*c. Part-time teachers working forty percent (40%) or more of full-time shall receive preparation time pro-rated according to their FTE status and assignment.

#### **\*D.4.8 NON-ENROLLING**

Non-enrolling teachers (e.g., counsellors, teacher librarians, etc.) shall receive preparation time pro-rated according to their FTE status and assignment.

#### **\*D.4.9 LOST PREPARATION TIME**

Where an employee loses preparation time as a result of system-imposed factors such as covering other classes when a Teacher Teaching On Call is not available or in an emergency situation (e.g., see Article D.27.4.c):

- \*a. The Principal / Vice Principal will maintain a record of any such loss and the reason therefore,
- \*b. The employee will initial this record,
- \*c. The employee shall be entitled to compensatory preparation time at a time agreed to as convenient to the school administration and the employees concerned,
- \*d. A summary of all preparation time which has been lost and which has not yet been repaid will be forwarded on the last school day of each month to the Human Resources Department, with a copy given to the school staff representative.
- \*e. After the accumulated lost preparation time for a school reaches a full school day, the Principal / Vice Principal will consult the employee(s) concerned and the Human Resources Department to arrange for a Teacher Teaching On Call to be dispatched to repay the lost preparation time.
- \*f. In the event that an employee has not been repaid for lost preparation time by the end of the school year, the employee will carry this credit forward into the next school year.

#### **\*D.4.10 TIMETABLING FACTORS**

Where employees lose preparation time because of statutory holidays, in-service activities, non-instructional days or the like falling on a day when the employees' preparation time is normally scheduled:

- \*a. Schools may make reasonable internal arrangements acceptable to the Principal / Vice Principal and the employees affected to distribute the effects of the reduced preparation time in an equitable manner, but
- \*b. This time will not be made up as lost preparation time under Article D.4.9.

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

- D.5.1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.

- D.5.2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local [Surrey Teachers' Association] shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
- D.5.3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
- D.5.4. If the employer and the local [Surrey Teachers' Association] are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
- D.5.5. a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
- b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
- c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
- i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
- ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
- iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
- iv. The hearing shall commence within a further ten (10) working days; and
- v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
- D.5.6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

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

- D.6.1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
- D.6.2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local [Surrey Teachers' Association] no later than forty (40) working days prior to its implementation. The employer and the local [Surrey Teachers' Association] shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
- D.6.3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
- D.6.4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
- D.6.5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- D.6.6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
- D.6.7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
- a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.



D.6.8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

## **ARTICLE D.20 EXTRA-CURRICULAR ACTIVITIES**

### **D.20.1 DEFINED**

Extra-curricular activities are defined as those activities which extend beyond the normal school day or beyond provincial/district curricula and programs.

### **D.20.2 VOLUNTARY PARTICIPATION**

While the Board and the Surrey Teachers' Association recognize that extra-curricular activities may be an important aspect in a pupil's life, all participation by Surrey Teachers' Association members in these activities is voluntary.

## **ARTICLE D.21 SCHOOL YEAR**

### **\*D.21.1 SCHOOL YEAR**

- \*a. The regular work year shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent calendar year, excluding Saturdays, Sundays, Statutory Holidays, Winter Break and Spring Break.
- \*b. The first day of Winter Break shall be on the Monday preceding December 26. Schools shall reopen on the Monday following January 1 unless January 1 is a Sunday when school shall reopen on Tuesday, January 3.
- \*c. The first day of the Spring Break shall be the third Monday in March. Schools shall reopen on the fourth Monday of March. If the fourth Monday in March is Easter Monday, schools shall reopen on the Wednesday following the fourth Monday in March.

### **\*D.21.2 WORK BEYOND THE REGULAR WORK YEAR**

- \*a. Work beyond the regular school year is voluntary and must be agreed to, in writing, by an affected employee.
- \*b. Where an employee is requested and agrees to work on a day which is not prescribed in Article D.21.1:
  - \*i. The employee will be granted equivalent time off, at a time mutually agreed to by the employee and the administrative officer, or

- \*ii. Where it is not possible to schedule equivalent time off, the employee will be paid at the rate of 1/1000 of the employee's annual salary for each hour worked.
- \*c. The Surrey Teachers' Association will receive a copy of all correspondence on any arrangements under this Article.

### **D.21.3 WORK YEAR FOR ADULT EDUCATION TEACHERS**

- a. The annual salary based on category and experience provisions for adult education teachers shall be payable based on the adult education teacher's hours of work during the work year.
- b. An adult education teacher shall be assigned hours of instruction based on course and program schedules.
- c. A full-time adult education teacher position shall be based on 1,000 hours of instruction during a work year.
- d. Work beyond 1,000 hours in a work year is voluntary and must be agreed to in writing by an affected adult education teacher.
- e. Where an adult education teacher agrees to work beyond the 1,000 hours, the adult education teacher will be paid at the rate of 1/1,000 of the adult education teacher's annual salary for each hour worked.
- f. The Surrey Teachers' Association will receive a copy of all correspondence on any arrangements under this Article.

## **ARTICLE D.22 HOURS OF WORK**

### **\*D.22.1 SCHOOL/INSTRUCTIONAL DAY**

- \*a. The term "school day" means a period commencing fifteen (15) minutes before classes are first convened in the morning and ending fifteen (15) minutes after classes are last dismissed in the afternoon, AND
- \*b. No employee will be required to perform supervision duties beyond the school day except where an emergency necessitates supervision to ensure the safety of students.
- \*c. In an elementary school the "instructional day" shall not exceed six (6) hours inclusive of fifteen (15) minutes of recess and the regular noon intermission.
- \*d. In a secondary school the "instructional day" shall not exceed six (6) hours and thirty (30) minutes (six (6) hours and forty (40) minutes at Semiahmoo Secondary) inclusive of the regular noon intermission, period change time, home room, SSR etc.

- \*e. Where employees are employed at work locations other than schools, their "work day" shall be the normal office hours for their work location but shall not exceed seven (7) hours including a half hour meal break.

#### **\*D.22.2 INSTRUCTIONAL WEEK**

- \*a. For employees in an elementary school, the instructional week shall not exceed twenty-five (25) hours inclusive of preparation time (as specified in Article D.4) and seventy-five (75) minutes of recess.
- \*b. For employees in a secondary school, the instructional week shall not exceed twenty-seven and one half (27 1/2) hours inclusive of preparation time (as specified in Article D.4), period change time, home room, SSR, etc.

#### **\*D.22.3 EXTENDED DAY**

- \*a. Should the Board propose to implement an extended work day in a school or other work location as a result of over-enrollment and the lack of facilities:
  - \*i. The Board will provide the Surrey Teachers' Association with at least three (3) school months written notice of the proposed implementation and its effective date,
  - \*ii. The parties will meet within fourteen (14) days of the issuance of such notice, to enable the Surrey Teachers' Association to make submissions to the Board on the matter,
  - \*iii. If agreement has not been reached on the matter within fourteen (14) days the Surrey Teachers' Association may grieve the Board's action directly to Article A.6.7 (Referral to Arbitration: Provincial Matters) of the grievance procedure and an arbitration board may set aside the implementation should it be determined to have been unreasonable.
- \*b. Nothing in this Article will prevent the Board from implementing an extended day without notice should such action be necessitated to meet an emergent situation such as the destruction of facilities by fire, etc.

#### **D.22.4 BOARD ORDERED CLOSURE**

No employee shall suffer a loss of pay in the event of a Board ordered closure of a work site or a Board ordered cancellation of classes, but the Board may temporarily reassign employees to different work locations.

### **ARTICLE D.23 LEARNING CENTRE SCHEDULING**

#### **\*D.23.1 NORMAL INSTRUCTIONAL DAY**

Within a twenty-seven and one half (27 1/2) hour week inclusive of preparation time and notwithstanding the provisions of Article D.22.1, employees working at a Learning Centre will normally work an instructional day which includes up to six (6) hours of instructional time and up to one (1) hour of preparation time.

### **\*D.23.2 EXTENDED DAY**

- \*a. An "extended day" in a Learning Centre may extend over twelve (12) consecutive hours including up to nine (9) hours of instructional time.
- \*b. Where it is necessary that an employee be scheduled to work an extended day:
  - \*i. The Principal / Vice Principal will request a volunteer from among the staff of the Learning Centre, and
  - \*ii. If no qualified employee volunteers, the Principal / Vice Principal may assign an employee to work one (1) extended day per week in accordance with this Article.
  - \*iii. The extended day will be established for a specific day of the week for a period of one (1) month.
  - \*iv. The day following an extended day will normally be a "short day."
  - \*v. Nothing in this Article will preclude an employee volunteering to be assigned to two (2) extended days in the weekly schedule.

### **\*D.23.3 SHORT DAY**

- \*a. A "short day" in a Learning Centre is a day of not less than three (3) hours of instructional time and up to one (1) hour of preparation time.
- \*b. Once each month a Principal may schedule in-service and other duties on a day where students are not normally required to attend.

### **\*D.23.4 STAFFING SCHEDULE**

The staffing schedule shall be reviewed each month by the staff committee at the Learning Centre. A copy of this schedule will be sent to the Surrey Teachers' Association.

### **\*D.23.5 SCHEDULING PREPARATION TIME**

- \*a. Preparation time will only be scheduled on a day where an employee has scheduled instructional duties.
- \*b. Notwithstanding any other provisions of this Article, an employee may request alternative arrangements for preparation time.

## **ARTICLE D.24 DUTY-FREE LUNCH BREAK**

### **\*D.24.1 DUTY-FREE LUNCH BREAK**

No teacher will be required to perform school supervision during the school's scheduled lunch break.

#### **\*D.24.2 CHANGING LUNCH TIME**

Teachers who have elected to take their lunch break at a time other than the school's scheduled lunch break shall be entitled to a lunch break of equal duration at another time during each school day. Such changes shall be with the agreement of the Principal / Vice Principal. These lunch breaks shall begin no later than three and one half (3 1/2) hours after the start of the school day.

#### **\*D.24.3 KINDERGARTEN**

Kindergarten teachers whose instructional assignment coincides with the school's scheduled lunch break shall be entitled to a duty free lunch break of equal duration at another time during each school day. These lunch breaks shall begin no later than three and one half (3 1/2) hours after the start of the school day.

#### **\*D.24.4 EMERGENCIES**

Notwithstanding the provisions of Article D.24.1, any teacher is expected to respond as may be required to meet any medical or safety emergencies which might arise during the lunch break.

### **ARTICLE D.25 STAFF MEETINGS**

#### **D.25.1 ATTENDANCE**

Whenever practicable, members of a staff shall attend staff meetings called by the supervising Principal / Vice Principal, and further, whenever practicable:

- \*a. Full-time itinerant employees shall attend their base school staff meetings.
- b. Part-time employees shall attend staff meetings but will not be required to attend a meeting which starts more than thirty (30) minutes after they have completed their normal duties.
- \*c. District-based employees who are based in school(s) shall attend staff meetings but will not be required to attend a meeting beyond 5:00 p.m.
- \*d. District-based employees who are employed at work locations other than schools shall attend staff meetings but will not be required to attend a meeting beyond 5:00 p.m.

#### **D.25.2 NORMALLY SCHEDULED MEETINGS**

- \*a. Staff meetings will normally be held monthly, on regularly scheduled dates, set at the first staff meeting of the year. Where practicable, meetings should be held on the last Monday in the month.
- b. Staff meetings for adult education teachers will be scheduled at the first meeting of the year. Normally, not more than ten (10) unpaid staff meetings will be scheduled during the year, and the duration of a meeting will not exceed two (2) hours.

### **D.25.3 RESTRICTIONS**

- a. Employees shall not be required to attend staff meetings:
  - i. Where a meeting commences earlier than one (1) hour before classes begin,
  - ii. Where a meeting extends more than two (2) hours after the dismissal of pupils, or
  - iii. Where a meeting is arranged for a day on which employees are not required to report.
- b. Staff meetings will not be regularly scheduled during recess or the noon intermission.

### **D.25.4 NOTICE**

Except for emergent circumstances, seven (7) calendar days' notice will be given when the principal calls a staff meeting for other than the regularly scheduled date.

### **D.25.5 AGENDA ITEMS**

- a. Normally, a written agenda will be distributed at least one (1) school day before a staff meeting.
- b. Any staff member may submit items to the principal for inclusion on a staff meeting agenda; and the principal shall not arbitrarily decline to accept such items.

### **D.25.6 MINUTES**

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

## **ARTICLE D.26 INTENTIONALLY LEFT BLANK – see Article D.2 School-Based Teams**

## **ARTICLE D.27 HEALTH AND SAFETY STANDARDS**

### **D.27.1 PHYSICAL CONDITIONS & ENVIRONMENT**

- a. Classes shall be conducted in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning.
- b. Wherever practicable, a class will be relocated when the conditions of Article D.27.1.a cannot be met.

- c. Where an employee acts in compliance with Section 8.24 of the Workers' Compensation Board's *Industrial Health and Safety Regulations* the employee shall not be subject to disciplinary action. Relevant parts of the section state that, "No person shall carry out or cause to be carried out any work ... when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person".
- d. When a student of an employee has exhibited biting behavior and there is reason to believe that the student is a Hepatitis carrier and the employee might be considered at risk, the Board will reimburse the employee for Hepatitis B vaccinations (pre and/or post exposure). This provision will only be in effect to the extent that the employee is not eligible for subsidized Hepatitis B vaccinations through another public health program available to the employee. Advance notice of the medical condition of such students will be given to the employee by the Principal / Vice Principal, whenever possible.

#### **D.27.2 PORTABLE CLASSROOMS**

Normally, no teacher will be required to teach in a portable for more than two (2) consecutive years unless the portable facilities were specifically designed for the teacher's program or unless the teacher requests to stay in the portable.

#### **D.27.3 STATUTORY REGULATIONS**

- a. The Board will comply with the standards of and shall ensure that each workplace is provided with copies of the:
  - i. *Occupational Health and Safety Regulation to the Workers' Compensation Act*, and
  - ii. *Workplace Hazardous Materials Information System (WHMIS) Information Kits*.
- b. The parties recognize the authority of the regulatory agency charged with the administration of the statutory regulations identified in Article D.27.3.a and, in the event of a difference between the parties over whether a regulation is or is not being met, the difference will be referred to the regulatory agency.
- c. The Board Policies relating to health and safety will be available at all worksites for the information of staff.

#### **D.27.4 FIRST AID**

- a. The Board and the Surrey Teachers' Association shall comply with the Workers' Compensation Board Regulations, and the Board will ensure first aid coverage as provided by the *WCB Regulations*.
- b. The school administration will ensure that the teacher/first aid attendant's class is covered when the teacher/first aid attendant is called out of class to provide first aid services, and

- c. Where preparation time is lost by a teacher/first aid attendant while providing first aid services, or by another teacher by covering the class of a teacher/first aid attendant who is providing first aid services, such lost time will be compensated in accordance with Article D.4.9.

#### **D.27.5 HEALTH AND SAFETY MONITORING**

- a. Specific health and safety concerns shall be reported to the School's Health and Safety Committee.
- b. If the Committee is unable to resolve the concern, the matter shall be referred by the Committee to the District Health and Safety Committee.

#### **D.27.6 SCHOOL CLOSURE**

When a school has been without water, electrical power, or heating service for two (2) hours or more the Principal / Vice Principal in charge will, if circumstances warrant, order the school or affected part to be closed in accordance with Board Policy 5207 and Regulation 5207.1 (as of May 1991).

#### **D.27.7 STUDENT MEDICATIONS/TREATMENT**

- a. The regular administration of medication to students shall be in accordance with Policy 9610 and Regulation 9610.1 (as of June 2018).
- b. An adequate supply of disposable gloves and disinfectant shall be provided in each school where people are required to deal with students' blood or other body fluids.
- c. Where a school is advised that a student has a condition which may require medical attention or procedures while the student is at school, the parents/guardians will be asked to provide the school with a copy of the physician's instructions with respect to such medical attention or procedures, which information will be made available, on receipt, to those employees who have regular contact with the student.

#### **D.27.8 EARTHQUAKES**

The Board shall ensure that an earthquake preparedness and earthquake education plans are in place for the staff and students in each work location in accordance with Board Policy 5208 and Regulation 5208.1 (as of February 2002).

#### **D.27.9 EMERGENCIES**

Surrey Teachers' Association members have a duty to render assistance in an emergency.



## **ARTICLE D.28 WORKING AND LEARNING ENVIRONMENT**

### **D.28.1 CONCEPT**

The Board and the Surrey Teachers' Association continue to support the concept of a working and learning environment that is non-racist and that fosters human rights through affirmative action and multicultural programs.

### **D.28.2 AFFIRMATIVE ACTION**

The Board and the Surrey Teachers' Association support the concept of Affirmative Action as an overall encompassing strategy in achieving a non-sexist and non-racist working and learning environment. Inherent in the concept of Affirmative Action are the following commonly accepted understandings:

- a. Affirmative action is designed to ameliorate overt or systemic discrimination suffered by identifiable groups such as:
  - Women
  - The disabled
  - Visible minorities
  - First Nations
- b. Affirmative Action will have an impact on both the working and learning environment, and will affect both organizational and interpersonal behaviour.
- c. Affirmative Action depends upon the development and implementation of policy, regulations, and educational programs.
- d. Affirmative Action requires the clear delineation of roles, responsibilities, and accountability mechanisms.
- e. Affirmative Action requires monitoring procedures to determine continuing efficacy of the program.
- f. Affirmative Action requires organizational goal statements, some of which may trigger budgetary appropriations.

### **D.28.3 AFFIRMATIVE ACTION COMMITTEE**

- a. The parties will participate in an Affirmative Action Committee initially comprised of three (3) representatives of the Board, at least one (1) of whom shall be a trustee, and three (3) representatives of the Surrey Teachers' Association.
- b. The parties will invite the participation of two (2) representatives of the Canadian Union of Public Employees, Association 728, and one (1) representative of the Surrey Administrators' Association as full members of the committee.
- c. The Committee's initial term will be until June 30, 1994.

#### **D.28.4 AREAS OF STUDY**

The committee will review Affirmative Action issues, including:

- a. **Personnel Practices:** such as assignment, recruitment, hiring, promotion, leadership training, retraining incentives and programs, and in-service;
- b. **Curriculum and Resources:** such as specific teaching resources, guidelines for selection of material, and necessary in-service; and
- c. **School and District Environment:** such as the equality of opportunity for students, curricular and extra-curricular activities, policy on discrimination, and equality of access to all programs and services.

#### **D.28.5 RESOURCE PANELS**

In the furtherance of its work, the committee may establish a resource panel or panels. Such panel(s) will be representative of groups within the district which would be affected or assisted by any Affirmative Action programs that might be implemented within the district.

#### **D.28.6 REPORTS**

- a. The Committee will meet regularly and will report at least annually.
- b. Such reports may contain any recommendations which the Committee deems appropriate including recommendations with respect to the policies and practices of the participating groups, goals, timelines and monitoring procedures.
- c. The reports and recommendations of the Committee will be directed to the principals of the parties represented on the Committee for appropriate action.

#### **D.28.7 RESOURCES**

The Board shall provide reasonable assistance to the Committee to help it to carry out its mandate.

#### **D.28.8 CLASS MAKE-UP**

Assignment to classes/courses on the basis of gender shall be made only for the purpose of achieving gender balance within a class.

**ARTICLE D.29 INTENTIONALLY LEFT BLANK – see Article D.1 Class Size**

**ARTICLE D.30 INTENTIONALLY LEFT BLANK – see Article D.2  
Integration/Inclusion**

## **ARTICLE D.31      SCHOOLS REQUIRING ADDITIONAL RESOURCES**

\* In the event that the Ministry of Education provides targeted funding for schools based upon criteria similar to that outlined in the Joint Committee Report on Schools with Special Needs of 1992-10-15, then the parties will meet to discuss possible uses for the targeted funds.

## **ARTICLE D.32      TECHNOLOGICAL CHANGE**

Sections 74 through 78 of the former *Industrial Relations Act*, RSBC 1979, c.212 shall govern relationships between the parties in respect of matters relating to technological change, providing however, that Section 78 is to be read as if it also contained a subsection (c), reading:

(c) a substantive change in instructional methods or processes.

## **SECTION E PERSONNEL PRACTICES**

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

- E.1.1. A non-sexist environment is defined as that in which there is no discrimination against employees by portraying them in gender stereotyped roles or by omitting their contributions.
- E.1.2. The employer does not condone and will not tolerate any written or verbal expression of sexism. In September of each school year the employer and the local [Surrey Teachers' Association] shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
- E.1.3. The employer and the local [Surrey Teachers' Association] shall promote a non-sexist environment through the development of non-sexist educational programs, activities, and learning resources for both staff and students, and their integration and implementation.

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

#### **E.2.1. General**

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

- f. The complainant and/or the alleged offender, if a member(s) of the Local [Surrey Teachers' Association], may at the choice of the employee be accompanied by a representative(s) of the Local [Surrey Teachers' Association] at all meetings in this procedure.

### **E.2.2. Definitions**

- a. **Harassment includes:**

- i. sexual harassment; or
- ii. any improper behaviour that would be offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
- iii. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
- iv. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
- v. misuses of power or authority such as intimidation, threats, coercion and blackmail.

- b. Sexual harassment includes:

- i. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
- ii. any circulation or display of visual material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- iii. an implied promise of reward for complying with a request of a sexual nature; or
- iv. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

### **E.2.3. Resolution Procedure**

#### **a. Step 1**

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

#### **b. Step 2**

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

#### **c. Step 3**

- i. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.3.b.i. The employer may request further particulars from the complainant. Upon the conclusion of such a review, the employer shall:
  - (1) initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.3.c.iii below, or;
  - (2) recommend mediation or other alternative disputes resolution processes to resolve the complaint.

- ii. Should the complainant not agree with the process described in Article E.2.3.c.i(2), the employer shall initiate an investigation. The employer shall provide notice of investigation.
- iii. The investigation shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- iv. The complainant may request:
  - (1) that the investigator shall be of the same gender as the complainant; and/or
  - (2) an investigator who has Aboriginal ancestry, and/or cultural knowledge and sensitivity if a complainant self-identifies as Aboriginal.

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

#### **E.2.4. Remedies**

- a. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
  - i. reinstatement of sick leave used as a result of the harassment;
  - ii. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
  - iii. redress of any career advancement or success denied due to the negative effects of the harassment;
  - iv. recovery of other losses and/or remedies which are directly related to the harassment.
- b. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
- c. The local [Surrey Teachers' Association] and the complainant shall be informed in writing that disciplinary action was or was not taken.
- d. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.

- e. If the employer fails to follow the provisions of the collective agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

#### **E.2.5. Informal Resolution Outcomes**

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



## **E.2.6. Training**

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

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

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

## **ARTICLE E.20 DISCRIMINATION**

### **E.20.1 ENVIRONMENT**

The Board and the Surrey Teachers' Association recognize the right of all persons to work, learn, conduct business, and otherwise associate in an environment which is free of discrimination.

### **E.20.2 DEFINITION**

**Discrimination** is defined as any action which is based upon a person's race, color, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age. Bona fide occupational requirements provided for in Section 13 of the *Human Rights Code*, or as agreed to by the parties, are not considered to be discrimination.

### **E.20.3 CONFIDENTIALITY**

Discussions regarding an allegation of discrimination shall be confidential, save in grievance/arbitration procedures.

### **E.20.4 FILING A COMPLAINT**

- a. Complaints regarding discrimination are to be filed with the Surrey Teachers' Association member's immediate supervisor; PROVIDED HOWEVER that if the immediate supervisor is the respondent concerned, the Surrey Teachers' Association member is to file the complaint with an appropriate district supervisor.
- b. In the event that a non-member of the Surrey Teachers' Association has the complaint with a person acting in a Surrey Teachers' Association capacity, the complaint will be filed with the President.

### **E.20.5 BOARD ACTIONS**

- a. If the supervisor with whom the complaint is filed is unable to resolve the matter, it will be referred to an appropriate management representative at the next higher level.
- b. Where discrimination has occurred, the Board will take appropriate action which may include disciplinary action against the offender.

### **E.20.6 CO-OPERATION**

- a. The Surrey Teachers' Association will co-operate with Board actions taken to rectify any instance of discrimination; PROVIDED HOWEVER that
- b. The Surrey Teachers' Association's commitment to co-operate shall not prejudice its right to grieve the Board's actions as arbitrary or improper.

### **E.20.7 ALLEGATIONS OF RACISM OR SEXISM**

Any allegation of racism or sexism within the school district which is not covered by other provisions of this agreement will be investigated by the Superintendent or designate, and the results reported to the Board and the Surrey Teachers' Association.

## **ARTICLE E.21 PROGRAM/JOB DESCRIPTIONS**

### **E.21.1 PURPOSE**

The provisions of this Article will apply when program/job descriptions are required for positions which require special training or specific experience, or which fall under the umbrella of associated professionals and teachers not enrolling a class.

### **E.21.2 PROGRAM/JOB DESCRIPTION COMMITTEE**

- a. A committee will be established, comprising three (3) representatives appointed by the Board and three (3) representatives appointed by the Surrey Teachers' Association.
- b. The Committee will be appointed annually.
- c. The mandate of the Committee will be to develop and maintain a District Handbook of Program/Job Descriptions which have been created pursuant to this Article.
- d. Upon the written request of a party described in Article E.21.4.a, the Committee will assist with the development of program/job descriptions.
- e. The Committee shall report to the parties as the committee members may deem appropriate.
- f. The Board shall assume the reasonable costs of publishing the Handbook.

### **E.21.3 PROGRAM DESCRIPTION**

The program description will include the following aspects of the program concerned:

- a. A statement of program purpose,
- b. A description of Ministry and Board program origins,
- c. A description of modification procedures outlining the rationale for any modification of Ministry or Board guidelines for the program and the procedures to be followed to institute and implement modifications.
- d. A description of the program model endorsed by the district.

### **E.21.4 JOB DESCRIPTIONS**

The job description will include the following aspects of the specific job concerned:

- a. A description of the school level delivery model selected from Article E.21.3.d, including procedures to be followed when selecting a school level service model through trilateral consultation with equal input from Principals, classroom teachers, non-enrolling teachers, and associated professionals.
- b. The minimum academic qualifications and teaching experience required,
- c. The preferred qualifications and experience, and
- d. The reporting structure, detailing to whom the personnel are accountable in the execution of their assigned duties.

### **E.21.5 DEVELOPMENT PROCESS**

- a. When a program/job description is required for an identified area it will be developed jointly by the Principal / Vice Principal or program supervisor appointed by the Board and representative(s) of the program appointed by the Surrey Teachers' Association.
- b. All proposed program/job descriptions will be reviewed by the Program/Job Description Committee before inclusion in the Handbook.

### **E.21.6 AMENDING DESCRIPTIONS**

An existing job description will be reviewed in accordance with Article E.21.5 when Ministry or Board guidelines for a program are modified or when the Program/Job Description Committee requests a review.

## **ARTICLE E.22 HIRING PRINCIPLES**

### **E.22.1 RESTRICTION**

An employee's willingness or unwillingness to participate in extra-curricular activities will not be a criterion in determining necessary qualifications.

### **\*E.22.2 NON-TEACHING VACANCIES**

Vacancies for positions which do not require a valid and subsisting teaching certificate of qualification as a condition of employment and for which the Surrey Teachers' Association is the recognized bargaining agent shall be posted in all workplaces in which Surrey Teachers' Association members are employed.

### **\*E.22.3 TEACHING VACANCIES**

- \*a. Each vacancy which requires a valid and subsisting teaching certificate of qualification as a condition of employment will be filled by a teacher on a continuing contract of employment. Newly-hired employees will be given either a continuing assignment or a term specific assignment, as specified in Article E.26.8.
- b. When non-adult education contract vacancies occur, consideration will be given, in order, to:
  - i. Teachers Teaching On Call and adult education contract teachers (provided their schedules do not give rise to a conflict) currently working for the district, and who indicate such in their applications, and then
  - \*ii. Applicants from outside of the bargaining unit.
- \*c. "Consideration" as used in Article E.22.3.b includes a review of an applicant's submitted qualifications, experience (and, where applicable, service with the district) and evaluation reports; and, where suitability is indicated by the foregoing, "consideration" also includes an interview and reference checks.

#### **\*E.22.4 CONVERSION OF TEACHERS TEACHING ON CALL**

- \*a. Where the Board expects a teacher to be absent for more than seventy-five (75) consecutive days in a school year the replacement teacher will be offered a continuing contract of employment with a term specific assignment except where the Board fills the vacancy in accordance with Article E.26.8.
- \*b. Where a Teacher Teaching On Call completes seventy-five (75) consecutive days in the same long-term assignment, the Teacher Teaching On Call shall be granted a continuing contract of employment with a term specific assignment, retroactive to the date on which the Teacher Teaching On Call commenced the assignment. In such cases, however, benefits other than MSP and EHB shall not be made retroactive.

#### **\*E.22.5 LETTER OF PERMISSION**

Teachers will only be appointed under a Letter of Permission after a district advertisement for a position has produced no qualified applicants (See also Article A.20.7).

#### **\*E.22.6 OFFER OF EMPLOYMENT**

- \*a. All offers of employment must be confirmed through the District Principal or designate, AFTER WHICH
- \*b. The applicant shall have forty-eight (48) hours to accept the offer of employment, AND
- \*c. Normally, the Board shall confirm the appointment in writing within forty-eight (48) hours of the acceptance.

### **ARTICLE E.23 APPOINTMENT OF ADULT EDUCATION TEACHERS**

#### **E.23.1 INITIAL CONTRACTS**

Commencing September 1, 1998, all adult education teachers shall be appointed on fixed term contracts.

#### **E.23.2 CONTINUING CONTRACTS**

An adult education teacher who is reappointed after September 1, 1998 to the same course or program in the next school year shall be appointed on a continuing contract provided that there is a reasonable expectation that the course or program will continue to be offered in the next subsequent year. The continuing appointment shall be for the FTE of the course or program.

### **E.23.3 MAXIMUM CONTINUING CONTRACT APPOINTMENTS**

Notwithstanding Article E.23.2, the Board may maintain the maximum continuing appointments in continuing education at or below 80% of the FTE positions in continuing education programs. No adult education teacher shall lose their continuing appointment by virtue of this provision.

## **ARTICLE E.24 CONTINUING CONTRACT POSITIONS AND ASSIGNMENTS IN ADULT EDUCATION PROGRAMS**

### **E.24.1 THE CONTINUING APPOINTMENT ASSIGNMENT**

Adult education teachers with continuing appointments shall continue with the assignment for which the continuing appointment has been made.

### **E.24.2 REASSIGNMENT IF REQUIRED**

The Board may reassign adult education teachers as required in order to fulfill the contractual obligations of the continuing appointment.

### **E.24.3 MINIMUM CONTINUING COURSES OR PROGRAMS**

The Board shall designate a minimum of 60% of the continuing education courses or programs as continuing (core) courses or programs.

- a. The designation process referred to in Article E.24.3 shall occur prior to each course offering to the public.
- b. The continuing (core) courses or programs shall first be filled by adult education teachers with continuing appointments.

### **E.24.4 VACANCIES TO CONTINUING CONTRACT TEACHERS**

Any vacancies that remain after assignments to continuing appointment adult education teachers are completed shall be offered, based on seniority and qualifications, to part-time continuing appointment adult education teachers who have indicated a preference to increase their teaching assignment provided that there are no scheduling conflicts with the assignment.

### **E.24.5 INCREASING CONTINUING APPOINTMENT**

Notwithstanding Article E.23.3, when a course or program is offered and accepted pursuant to the terms of Article E.24.6 the adult education teacher's continuing appointment shall be increased accordingly.

## **E.24.6 TERM COURSES OR PROGRAMS**

The courses or programs that are not designated as continuing (core) shall be courses or programs that are new, offered on an irregular basis, or overflow courses, and shall be referred to as term courses or programs.

## **ARTICLE E.25 VACANCIES AND POSTINGS IN CONTINUING ADULT EDUCATION COURSES OR PROGRAMS**

### **E.25.1 INTERNAL REASSIGNMENTS**

- a. All continuing contract adult education teachers at a work site will be notified of any continuing vacancies at that site and offered an opportunity for internal reassignment.
- b. Where the Principal and continuing contract adult education teacher mutually agree, the adult education teacher may be reassigned to a vacancy, without posting, provided that the vacancy is the same FTE contract as that held by the adult education teacher at the time.

### **E.25.2 DETERMINING SURPLUS POSITIONS AND VACANCIES**

- a. Prior to and during the “start up” period of classes, the district will monitor the presence of surplus continuing contract adult education teachers and vacant continuing contract positions at each work site and may, if necessary, reassign continuing contract adult education teachers in order to fulfill contractual obligations (see Article E.24.2).
- b. Each January, representatives of the STA and the Board will meet to discuss the plan for and the date of posting of available adult education continuing contract vacancies for the following September.

The district will then indicate to the STA, in writing, the expected date of the posting and, if a change in date is needed, then meet again with STA representatives.

- c. The date of posting referred to above in Article E.25.2.b is intended to allow all qualified part-time continuing contract adult education teachers to apply for vacancies to increase their FTE continuing contract without “a scheduling conflict” (see Article E.24.4).
- d. Available continuing contract vacancies posted prior to the date referred to in Article E.25.2.c will be filled on a temporary basis by qualified applicant continuing contract adult education teachers who wish to temporarily increase their teaching assignment, provided that there are no scheduling conflicts with the assignment (see Article E.24.4). Should the vacancy continue the next September, it will be posted pursuant to Article E.25.2.c as a continuing contract opportunity.

- e. When selecting continuing contract applicants for posted positions, Article E.28.6 Awarding Positions, will apply.

## **ARTICLE E.26 TRANSFER TIMELINES**

### **\*E.26.1 PREPARATION**

- \*a. After consultation with the Surrey Teachers' Association, the Human Resources Department will issue instructions and timelines, including for job sharing partnership proposals, in preparation for the annual transfer process by March 15th of each year.
- \*b. These instructions and timelines will not be altered during the transfer process without consultation with the Surrey Teachers' Association.

### **\*E.26.2 SCHOOL LEVEL**

- \*a. The Principal / Vice Principal responsible will determine, after consultation with the staff committee (and affected departments pursuant to Article B.29.3.b) and in accordance with Article E.28.3, the educational program needs of the school and report these to the Human Resources Department by April 15th of each year.
- \*b. Internal reassignments may be granted in accordance with Article E.28.2 before a Principal / Vice Principal informs the Human Resources Department of the vacancies for Round #1.

### **\*E.26.3 ADMINISTRATIVE TRANSFERS**

The Board will announce the known appointments, assignments and transfers of Principals by May 1st of each year in order that employees considering applying for a vacancy may know who is expected to constitute the administrative complement of a school or other facility.

### **\*E.26.4 TRANSFERS: ROUND #1**

- \*a. Catalogue of Vacancies #1 and a supply of application forms will be distributed to all facilities where teachers are employed. Applications will be open for seven (7) calendar days to all current employees including those on a leave of absence.
- \*b. Applications must be submitted to the Human Resources Department by 4:30 p.m. on the closing date as indicated in the catalogue.
- \*c. Within seven (7) calendar days of the deadline for applications in Round #1, the Board shall award positions in accordance with Article E.28.6.
- \*d. Except where the posting otherwise indicates, the successful candidate will be awarded a continuing assignment.



- \*e. Internal reassignments may be granted in accordance with Article E.28.2 before a Principal / Vice Principal informs the Human Resources Department of the vacancies for Round #2.

#### **\*E.26.5 TRANSFERS: ROUND #2**

- \*a. All vacancies created or remaining after Round #1 will be published in Catalogue of Vacancies #2.
- \*b. Catalogue of Vacancies #2 and a supply of application forms will be distributed to all facilities where teachers are employed. Applications will be open for seven (7) calendar days to all current employees including those on a leave of absence.
- \*c. Within seven (7) calendar days of the deadline for applications in Round #2, the Board shall award positions in accordance with Article E.28.6.
- \*d. Except where the posting otherwise indicates, the successful candidate will be awarded a continuing assignment.
- \*e. Internal reassignments may be granted in accordance with Article E.28.2 before a Principal / Vice Principal informs the Human Resources Department of the vacancies remaining or created by Round #2.

#### **\*E.26.6 PRE-EMPTIVE PLACEMENT**

Previous to posting all vacancies created by, or remaining after Round #2, or which arise as amendments to Catalogue of Vacancies #2, the Board will place:

- \*a. Employees who have had continuing assignments and have not yet been placed by Human Resources under Article E.28.8, THEN
- \*b. Employees with term specific assignments who have not bid successfully for vacancies in Round #1 and Round #2 will be awarded a continuing assignment should such a position exist (See also Article A.20.6).

#### **E.26.7 HIRING: ROUND #3**

- a. Where vacancies remain or become available after the process set out in Articles E.26.5 and E.26.6, they will be advertised through Staff Bulletins, which will be distributed to all district facilities where teachers are employed. Each Staff Bulletin will identify the closing date for applications and the date when the position will be awarded.
- b. When non-adult education contract vacancies occur, consideration will be given, (see Article E.22.3.c), in order, to:
  - i. Teachers Teaching On Call and adult education contract teachers (provided their schedules do not give rise to a conflict) currently working for the district, and who indicate such in their applications, and then

- ii. Applicants from outside of the bargaining unit.

#### **\*E.26.8 RE-POSTING VACANCIES**

- \*a. Any vacancy posted after the distribution of Catalogue of Vacancies #2 and before publication of Catalogue of Vacancies #1 in the subsequent year will be filled by awarding a term specific assignment which, when the position will continue to exist, will be re-posted in Catalogue of Vacancies #1 in the following Spring, HOWEVER
- \*b. Where the vacancy was advertised in Round #2 and there were no applicants (or in the case of district-based positions, fewer applicants than the number of vacancies advertised) with the necessary qualifications, the successful candidate will be given a continuing assignment which will not be re-posted.

#### **E.26.9 TRANSFER GRIEVANCES**

The parties agree that wherever possible disputes over transfers should be resolved before the start of a new school year. To this end, the parties will pre-arrange an expedited arbitration procedure in accordance with Article A.7 in order to assure the earliest possible resolution of grievances that may arise out of the transfer process. Every reasonable effort will be made to resolve these differences by July 15th.

### **ARTICLE E.27 SYSTEM INITIATED TRANSFERS**

#### **\*E.27.1 FORCED TRANSFER**

- \*a. The term "forced transfer" refers to an employee on a continuing assignment being designated for transfer because of a shift or decline in the enrollment in a school or subject area.
- \*b. Where a full-time employee is based in more than one (1) school and the allotment changes so that the assignment will be more than 100%, the employee will be offered a forced transfer as soon as the allotments are known.
- \*c. The staff committee of the affected school and the Surrey Teachers' Association will be given the names of all forced transfers as soon as they are identified.
- \*d. Employees identified for forced transfer who have not bid successfully for vacancies in Round #1 and/or Round #2 will be placed previous to Round #3 in a position comparable to the one held prior to the forced transfer.
- \*e. When an employee is informed of a pending forced transfer after the start of Round #2 and before the start of Round #1 in the subsequent school year, the Board will place the employee in a position comparable to the one held prior to the forced transfer.

- \*f. When an employee is to be forced transferred, the employee will advise the Human Resources Department of the employee's subject, grade, and geographical preference on a form agreed to by the Surrey Teachers' Association and the Board. The Board will consider this when forced transferring the employee.

#### **\*E.27.2 REDUCTION IN FORCE**

- \*a. Where declining enrollment in a school necessitates a reduction in the school's teacher complement, the principal, after consultation with the staff committee, will:
  - \*i. Determine the educational program needs of the school,
  - \*ii. Poll the teaching staff to determine whether the matter will be resolved by the expiry of a term specific assignment, or by teacher plans for leave, retirement, or resignation.
  - \*iii. Match the educational program needs of the school with the necessary qualifications of school staff members. This process may require employees to teach courses or grade levels they are qualified to teach, but which might not have been their preference.
- \*b. When the surplus area is determined, employees in that school may choose to volunteer, in order of seniority, for transfer to an available vacancy, otherwise
- \*c. Those employees judged to be the most surplus to the school will be designated for forced transfer, in reverse order of seniority.
- \*d. If the designated employee is not a volunteer, the rationale for designating the employee as most surplus shall be communicated to the employee, in writing, with a copy to the Surrey Teachers' Association, before the transfer is initiated.
- \*e. Employees on term specific assignments who are designated as surplus are not eligible for transfer under Article E.27.2.b.

#### **\*E.27.3 NEW OR REORGANIZED SCHOOLS**

- \*a. The provisions of Article E.27.2 shall apply and staff identified as surplus shall be designated for forced transfer where:
  - \*i. The opening of a new school results in a decrease in enrollment and a subsequent reduction in the staff of the parent school,
  - \*ii. Two schools are amalgamated resulting in a surplus of staff, or
  - \*iii. An existing school is replaced by a new school or by being moved to a new site, and fewer staff are required in the new location.

- \*b. Vacancies in new schools which will be opened during the following school year will be posted in a special Staff Bulletin in the Spring. The posting will:
  - \*i. Identify the Principal / Vice Principal, if known,
  - \*ii. Be open to all employees including employees on leave of absence,
  - \*iii. Award these positions at least two (2) weeks before the start of Round #1.

#### **\*E.27.4 CHANGE OF PERCENTAGE**

Where a part-time assignment increases in percentage, the increase will be offered first to the incumbent. If the position will continue as a full-time position in the following school year, it will be re-posted in the following spring under Article E.28.3.b.

#### **\*E.27.5 RETURN TO POSITION**

An employee who is transferred for reasons of projected enrollment decline, position reduction or other such factors shall have the opportunity of returning forthwith to the position previously held in the event that the projected factors do not actually materialize.

#### **\*E.27.6 TEACHER ORIENTATION**

Where a transfer under Article E.27 or Article E.29 occurs during the school year, the teacher will be provided with a Teacher Teaching On Call for one (1) day, and may be provided with a Teacher Teaching On Call for up to three (3) days, so that the teacher can assemble materials at the former school, receive an orientation at the new assignment, and prepare for the new duties before assuming those duties.

#### **E.27.7 CARTAGE OF MATERIALS**

When an employee changes schools during the school year, upon the request of the employee and with reasonable notice, the Board will provide for the cartage of materials from the former to the new work location.

### **ARTICLE E.28 EMPLOYEE INITIATED TRANSFERS**

#### **E.28.1 SPECIAL TRAINING**

- a. Where the necessary qualifications for a position will include special training and/or experience, a job description will be developed in accordance with Article E.21 which shall identify the reasonable bona fide requirements which are reflective of the needs of the position.
- b. The qualifications for such positions will be circulated each year in a Staff Bulletin prior to January 15 and will be appended to each Catalogue of Vacancies containing such vacancies.

- c. Where there are changes in the required qualifications, new qualifications will not apply to employees seeking a re-assignment to a position substantively similar to that which the applicant held at a point during the two (2) years previous to the school year in which the application is made.
- d. Employees who have an interest in changing their assignment to a position which requires special training or specific experience may apply to the Human Resources Department by January 31 to have their qualifications evaluated. The evaluation will be completed by March 31 and will be a matter of record until the employee applies for the recognition of additional training in a subsequent school year.

**\*E.28.2 INTERNAL REASSIGNMENT**

- \*a. The term "internal reassignment" refers to an employee with a continuing assignment who assumes a vacant position in the same school with a subsequent posting of that employee's position rather than the original vacancy.
- \*b. Once a vacancy is posted it is not subject to change as a result of an internal reassignment prior to the assignment being awarded to the successful applicant. Thereafter, the assignment is subject to change due to normal school reorganization.
- \*c. Before the Human Resources Department is informed of any vacancy in a school, the Principal / Vice Principal will give employees with continuing assignments in that school the opportunity for an internal reassignment.
- \*d. Where an employee wishes to decrease the percentage of time worked and an appropriate part-time position exists in the same school, this change will be handled as an internal reassignment (See also Article C.23.2).
- \*e. Where a vacancy initiates a chain of internal reassignments, the vacancy which will be posted will be that of the employee receiving the last of the internal reassignments.
- \*f. **District-Based Positions:** Successful applicants for district-based positions advertised in Round #1 and Round #2 will not be given specific assignments until employees currently holding similar district-based positions have been given the opportunity for an internal reassignment into the available district-based vacancies. These internal reassignments will take place previous to the beginning of Round #3.

**\*E.28.3 IDENTIFYING VACANCIES**

For the purposes of this agreement "vacancies" will include positions:

- \*a. Which were filled by a term specific assignment which must be re-posted under Article E.26.8.a,
- \*b. That were filled as part-time positions in the previous year and which will be full-time positions in the next school year,

- \*c. Where an employee has been granted a leave of absence from the position for more than six (6) months within the school year,
- \*d. Which will be vacant at the start of the next school year because of known retirements, resignations, terminations or transfers,
- \*e. That will be newly-created effective as of the start of the next school year.

#### **E.28.4 LISTING VACANCIES**

- a. Vacancy listings will identify the requirements of the position and will include sufficient descriptors to ensure the identification of any unique aspects of a position or work location.
- b. Any position based at a single school or work location will be posted for that school only.
- c. Where a non-enrolling position is multi-school based, the vacancy will be posted and filled as a district-based position.
- d. Each vacancy will be listed only once in any list of vacancies.
- e. Where vacancies are filled in accordance with Article E.28.8 prior to the publishing of a Catalogue of Vacancies, the position will be identified as having been filled by a forced transfer in that Catalogue of Vacancies.

#### **E.28.5 APPLYING FOR VACANCIES**

- a. One (1) application form must be completed for each vacancy for which an employee wishes to be considered.
- b. Applicants should provide all required details with respect to their qualifications, experience and skills.

#### **E.28.6 AWARDING POSITIONS**

- a. From the applications received, the Board shall short list candidates on the basis of seniority from those applicants possessing the necessary qualifications.
- b. All candidates who are short listed for a vacancy will be advised of the selection criteria.
- c. The Board will appoint the most senior applicant possessing the necessary qualifications except where it can be demonstrated that a less senior candidate is more suitable.
- d. Where only one (1) applicant possesses the advertised necessary qualifications, that candidate will be offered the vacancy.
- e. The successful candidate will be given twenty-four (24) hours to accept or reject an offer of a transfer.

- f. Within one (1) week of a selection, Principals / Vice Principals will advise the Human Resources Department, in writing, of the rationale for the selection of each successful candidate.
- g. The Human Resources Department will provide the Surrey Teachers' Association with a list of all positions which were awarded to other than the most senior candidate and, on request, will provide the Surrey Teachers' Association with the rationale statements relative to these positions.

#### **E.28.7 NOTIFICATION**

- a. During the transfer process the Surrey Teachers' Association will receive copies of the Human Resources Department's reports of closed positions, when these reports are published.
- b. The number assigned to a vacancy will be maintained throughout the transfer process unless there is a substantial change in the position in which case the old vacancy and change will be identified in the posting.
- c. When the required qualifications for a vacancy are substantively changed after Rounds #1 and #2, employees may apply with the applicants identified in Article E.26.7.b.
- d. All reports of closed positions will identify the name and school number where the successful candidate is currently based.
- e. Upon completion of each of Round #1 and Round #2, the Board will publish a list of all successful candidates (including the school and posting number) and will distribute and post a copy of the list in all district facilities where teachers are employed, with a copy to the STARA representative(s) at each facility. The list will indicate the seniority and name of the successful applicant.
- f. No later than September 15th, the Board will provide the Surrey Teachers' Association with a list of all vacancies which have been filled, the names of the employees appointed thereto, and the Round or step at which each vacancy was filled.

#### **E.28.8 PLACEMENT PRE-EMPTS COMPETITION**

Some placements may pre-empt an advertised competition. This may happen in the case of the Human Resources Department placing an employee in a vacancy which is comparable to a position held previously in the case of:

- \*a. Employees returning from a leave of absence who have not bid successfully for vacancies in Round #1 and Round #2,
- \*b. Employees who were identified for forced transfer who have not bid successfully for vacancies in Round #1 and/or Round #2,
- \*c. A Board Initiated transfer under Article E.29, or
- \*d. Agreement, between the Board and the President, with the placement.

## **ARTICLE E.29 BOARD INITIATED TRANSFERS**

### **E.29.1 NOT PUNITIVE**

Notwithstanding the provisions of Articles E.26 and E.27, the Board may transfer Surrey Teachers' Association members provided, however, that transfers will not be made unreasonably or punitively.

### **E.29.2 PRIOR NOTICE**

- a. The Superintendent or designate, intending to recommend the transfer of an Surrey Teachers' Association member shall meet with the Surrey Teachers' Association member and the President or designate at the earliest opportunity and not less than ten (10) school days prior to the transfer being effected.
- b. At this time the nature of the proposed transfer and the reasons for it shall be communicated, in writing, to the Surrey Teachers' Association member and the President or designate.

### **E.29.3 SPECIAL PURPOSE TRANSFERS**

Where an employee is to be transferred in accordance with Article C.25.7.g, C.27.9.b or C.31.4.c the transfer will be completed under the terms of this Article.

## **ARTICLE E.30 SCHOOL ACT APPEALS**

### **E.30.1 INITIAL INQUIRIES**

When a student and/or parent wishes to question a decision made by a Surrey Teachers' Association member on the grounds that it significantly affects the education, health or safety of a student, the appellant(s) will be requested to consult with the Surrey Teachers' Association member who made the decision.

### **E.30.2 RIGHT TO REPRESENTATION AND APPEAL**

The Board acknowledges the rights of employees, pursuant to this agreement, to

- a. Be accompanied or represented by the Surrey Teachers' Association in proceedings related to appeals under Section 11 of the *School Act*, and
- b. Grieve a Board decision with respect to an appeal under Section 11 of the *School Act* where an employee is aggrieved by any such decision.

### **E.30.3 PRELIMINARY REQUIREMENT**

No appeal of an employee's decision, filed by a pupil, parent or guardian under Section 11 of the *School Act*, will be received by the Superintendent until the appellant has first discussed the matter with the employee(s) concerned unless the appellant has reasonable cause, acceptable to the Superintendent in consultation with the President, not to enter into such discussion.



#### **E.30.4 NOTIFICATION**

When an appeal regarding an employee's decision is received by the Superintendent, the employee and the Surrey Teachers' Association will be:

- a. Promptly informed of receipt of the appeal, and
- b. Subsequently provided with copies of the Superintendent's report to the Board, and any written submissions provided by the appellant in support of the appeal, and
- c. Afforded reasonable opportunity to provide a written response to the appeal and to any written submission made in support of the appeal.

#### **E.30.5 APPEAL HEARINGS**

Where the Board, or a committee authorized by the Board, schedules a meeting to hear an appeal of an employee's decision, the employee and the Surrey Teachers' Association will be notified immediately and invited to attend any such meeting at which the appellant or appellant's representative is to be present.

#### **E.30.6 BOARD DECISION**

Not later than seven (7) days (exclusive of weekends and statutory holidays) after the hearing, the Board shall advise the employee and the Surrey Teachers' Association, in writing, of the Board's decision with a summary of the reasons for any such decision.

#### **E.30.7 APPEAL OF A BOARD DECISION**

Where the decision of the Board is appealed through the grievance process, the provisions of Article A.6.2 - A.6.4 (Step 1, 2, and 3) will be considered to have been utilized and the Surrey Teachers' Association may, at the written request of the employee, refer the matter to arbitration pursuant to Article A.6.6 or A.6.7, Referral to Arbitration.

## **SECTION F      PROFESSIONAL RIGHTS**

### **ARTICLE F.20      TEACHER PROFESSIONAL RIGHTS**

#### **F.20.1      TEACHER PROFESSIONAL RIGHTS**

- \*a.      Within the bounds of effective educational practice and prescribed provincial and locally-developed curricula, teachers shall have individual professional autonomy and responsibility in the planning and presentation of course materials in the classes to which they are assigned.
  
- b.      Within the bounds of effective adult educational practices and prescribed curricula and/or district program goals, adult education teachers shall have individual professional autonomy and responsibility in the planning and presentation of adult education course materials in the classes to which they are assigned.

#### **\*F.20.2      EVALUATION AND GRADING**

Subject to the *School Act* and *Regulations* and Article E.30, the application of consistent evaluation and grading practices including the pass/fail provisions applying to each student shall be under the individual professional autonomy of the teacher.

#### **F.20.3      REPORTING TO PARENTS**

- \*a.      A parent-teacher interview which takes place as a result of a school scheduled informal report to parents will be considered as an informal report for that student. Where a parent-teacher interview does not take place for a particular student, then an informal report of a type agreeable to the district must still be provided.
  
- \*b.      In secondary semestered schools there shall be no more than four (4) written formal reports and two (2) informal reports each school year, unless the teacher decides otherwise.
  
- \*c.      In secondary schools with more than two (2) terms of instruction, the number of student progress reports for each student shall not exceed one (1) formal and one (1) informal report per term unless the teacher decides otherwise.

### **ARTICLE F.21      NON-INSTRUCTIONAL DAYS**

#### **\*F.21.1      NON-INSTRUCTIONAL DAYS**

Six (6) non-instructional days and four (4) early dismissal days, as herein set out, will be included within the school year.

**\*F.21.2 SCHOOL NON-INSTRUCTIONAL DAYS**

At least four (4) non-instructional days will be approved by the Board for school-planned and teacher-directed professional development activities. Board approval will not be unreasonably withheld or denied.

**\*F.21.3 STA CONVENTION DAY**

One (1) non-instructional day will be granted for the Surrey Teachers' Association convention.

**\*F.21.4 ADMINISTRATIVE DAY**

The last day of the school year will be an administrative day.

**\*F.21.5 MINISTRY PROGRAMS**

Staff will not be required to work on District Review, School or District Review, or curriculum implementation on these non-instructional days.

**\*F.21.6 DISTRICT PRO-D ACTIVITIES**

Notwithstanding the foregoing, by mutual agreement the parties may designate one (1) of the four (4) non-instructional days (to which reference is made in Article F.21.2) for district or jointly organized professional development activities.

**\*F.21.7 PARENT CONSULTATION**

Two (2) school-planned afternoon instructional sessions to be used for parent/teacher consultations and required report writing will be approved by the Board. Board approval for the scheduling of these days will not be withheld or denied unreasonably.

**\*F.21.8 ASSESSMENT/EVALUATION/PLANNING**

Two (2) school-planned afternoon instructional sessions to be used for assessment, evaluation or program planning will be approved by the Board. Board approval for the scheduling of these days will not be withheld or denied unreasonably.

**F.21.9 ADULT EDUCATION TEACHER IN-SERVICE**

Participation by adult education teachers in Board in-service programs offered outside of an adult education teacher's contracted hours will be voluntary.

**ARTICLE F.22 PROFESSIONAL DEVELOPMENT**

**F.22.1 PURPOSE**

The Board and the Surrey Teachers' Association recognize the value of professional development activities to enhance curricular knowledge, to heighten instructional skills, and to broaden exposure to pedagogical theories, methods and strategies.

### **F.22.2 CO-ORDINATION OF ACTIVITIES**

The Board and the Surrey Teachers' Association recognize the value of co-ordination in planning Professional Development activities within the district.

### **F.22.3 CALCULATION OF FUND**

- a. Effective July 1, 1993, each school year the Board will appropriate for the Surrey Teachers' Association's Professional Development Fund, a sum of \$100.00 per FTE employee in the bargaining unit as at October 30 in the current school year plus a sum of \$6,250.00.
- b. Subject to conformity with this Article, the Board will pay the appropriation to the fund in equal installments on January 15 and June 30 each school year.

### **F.22.4 FUND ADMINISTRATION**

The Surrey Teachers' Association's Professional Development Fund will be administered by the Surrey Teachers' Association and its Professional Development Committee subject to the following conditions:

- a. The Surrey Teachers' Association will establish a separate account for the Professional Development Fund.
- b. All Professional Development contributions, interest earned, and Professional Development expenditures will be deposited or credited to, or debited against, this account.
- c. Professional Development funds in this account will not be used for anything other than Professional Development purposes.
- d. Upon seven (7) calendar days notice to the Secretary-Treasurer, the Surrey Teachers' Association may borrow temporarily from this account, in which case the Surrey Teachers' Association will pay interest to the fund on the amount borrowed at the same rate as is paid to thirty (30) day term deposits of a like amount on deposit with the VanCity Savings Credit Union at the time of borrowing.

### **F.22.5 FUND RECORDS**

- a. Upon reasonable notice to the Surrey Teachers' Association the Professional Development Fund records will be open for review by the district Secretary-Treasurer or designate.
- b. No later than November 15 of each year, the Surrey Teachers' Association will provide the Secretary-Treasurer with a statement of all contributions to, earnings of, and expenditures from the Professional Development Fund for the previous school year.

- c. Such statement will be in a form which meets generally accepted accounting principles. Upon request by the Secretary-Treasurer, the Surrey Teachers' Association will provide copies of all approved Professional Development application forms.

#### **F.22.6 DELAY OF PAYMENT**

- a. The January 15th payment may be delayed by an amount of time equal to an Surrey Teachers' Association delay in filing the November 15th accounting.
- b. Any other delay will constitute late payment when the Surrey Teachers' Association's reporting format meets generally accepted accounting principles and the conditions of this article have been met.
- c. The Board will pay interest on late payments to the Fund at the then current rate for thirty (30) day term deposits of a like amount on deposit with the VanCity Savings Credit Union.

#### **F.22.7 REGULATIONS**

The Surrey Teachers' Association may make such additional regulations, not inconsistent with the foregoing, as the Surrey Teachers' Association deems appropriate for the governance of expenditures from the Professional Development Fund.

#### **F.22.8 ADMINISTRATION COSTS**

Notwithstanding the provisions of Article F.22.4.c, the Surrey Teachers' Association may charge the fund up to 2.5% of the yearly appropriation to offset part of the secretarial wages paid for the administration of the fund.

## **SECTION G LEAVES OF ABSENCE**

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

- G.1.1. The employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
- G.1.2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
- G.1.3. Sick Leave Verification Process
- a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
  - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within ninety (90) days of commencing employment with the new school district.
  - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

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

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

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

- G.2.1. For the purposes of this article “family member” means:
- a. in relation to an employee:
    - i. a member of an employee's immediate family;
    - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
    - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

- b. in relation to an employee's spouse:
  - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

G.2.2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.

G.2.3. Compassionate care leave supplemental employment insurance benefits:

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

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

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

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

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

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

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

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

### **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.*

[**Note: See also Article G.21.4.b (Family Leave).**]

### **ARTICLE G.4 BEREAVEMENT LEAVE**

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

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

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.

G.4.2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.



G.4.3. In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied.

For the purpose of this clause “family member” means:

- a. in relation to an employee:
  - i. a member of an employee's immediate family;
  - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses;
- b. in relation to an employee's spouse or common-law partner or same-sex partner:
  - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
- c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

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

Local Provisions:

G.4.5. In the event of the death of the spouse's legal guardian, leave will be granted with no loss of pay on the following basis: [See Article G.4.1 for other immediate family]

- a. Up to three (3) working days, as required, where the funeral is in the Lower Mainland, Fraser Valley, Gulf Islands, Vancouver Island south from and including Campbell River, or Northwestern Washington State.
- b. Up to four (4) working days, as required, where the funeral is elsewhere in North America.
- c. Up to five (5) working days, as required, where the funeral is outside North America.

G.4.6. In extenuating circumstances, extensions to Article G.4.1 and G.4.5 will be considered. (See Article G.21.2). See also Article G.4.3 for unpaid leave.

G.4.7. As an alternative but not a supplement to bereavement leave, leave will be granted when required for the purpose of a visit to a terminally ill family member as listed above.

G.4.8. Up to one (1) day's leave will be granted with pay deducted at cost of substitute to attend a funeral.

G.4.9. Up to six (6) employees will be granted up to one half (1/2) day's leave without loss of pay to act as pallbearers at the funeral of an employee or student of the school district.

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

**Article G.5 is not applicable in School District No. 36 (Surrey). See Article G.21.4.a.**

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

Note: Article G.6.1.b applies for the purposes of Article A.10 only.

G.6.1. 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.

Articles G.6.1 through G.6.8 are **not applicable in School District No. 36 (Surrey).**

Elected union officer release

G.6.9. Such leaves will be granted upon request.

G.6.10. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

[See also Article G. 21.6 Leave for S.T.A. Officers and Article G.21.7 Teacher Regulation Branch/Union Business.]

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

G.7.1. Where a Teacher Teaching on Call (TTOC) is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the collective agreement.

G.7.2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.

G.7.3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.

G.7.4. Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

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

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

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

G.9.1 A teacher shall be granted leave upon request to accept a position if the teacher is:

- a. Replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
- b. Their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).

G.9.2 Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.

G.9.3 The vacated teaching position will be posted as a temporary position during this period.

G.9.4 Where there are extenuating personal circumstances that extend the leave of the Principal or Vice – Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).

G.9.5 Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:

- a. Teacher Evaluation
- b. Teacher Discipline

G.9.6 Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local collective agreement or otherwise agreed to between the parties.

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

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

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

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

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

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

**ARTICLE G.20      SICK LEAVE**

**[Note: Article G.21.1 does not apply to Article G.20 Sick Leave.]**

**G.20.1    PURPOSE**

Sick leave is intended to provide employees with a degree of protection against income loss where the employee is prevented, by illness or injury, from performing the employee's normal employment duties.

**G.20.2    INITIAL SICK LEAVE CREDITS**

- a.      Sick leave accumulated by each employee in the service of the Board prior to June 30, 1990 shall be credited to the employee's account as of July 1, 1990.
- b.      After September 1, 1989, all employees will be granted a "one-time only" credit of five (5) sick leave days upon appointment to the district.

### G.20.3 ACCUMULATION

- a. Effective September 1, 1990, sick leave will be further credited to employees as of the final pay day of each month, on the basis of 0.078 sick days for each day worked.
- b. "Each day worked" will include days:
  - i. For which the employee receives pay from the Board for services rendered to the district.
  - ii. For which the employee is paid from the employee's accumulated sick leave.
  - iii. On which the employee is on approved leave of absence with pay or with pay deducted at cost of substitute, pursuant to Article G.21.
  - iv. On which the employee is on approved leave pursuant to Article G.21 where the Board pays the employee and is reimbursed by another organization.
- c. For part-time and relieving teachers, sick leave shall be credited in the same ratio as the teacher's regular assignment for the day bears to that of a full-time teacher in the same school.
- d. There is no maximum to the number of days of sick leave that may be accumulated.
- e. Employees will be apprised of their accumulated sick leave credits on their monthly pay statement.
- f. **Interruption In Employment:** Where an employee's employment (including work as a Teacher Teaching On Call since September 1, 1989) is interrupted, any unused sick leave accumulation shall be frozen to the employee's credit should the employee be re-engaged.
  - i. Unused sick leave that was previously ported from SD No. 36 to another district pursuant to PCA Article G.1 shall not be reinstated.
  - ii. Pursuant to PCA Article G.1, an employee who is rehired to SD No. 36 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.

### G.20.4 USAGE

- a. Sick leave will be deducted from the employee's accumulated credits for each day the employee is absent for reasons of illness or injury.
- b. Where the leave is for less than a day, the deduction will be made in the same ratio that the employee's absence bears to that of a full-time employee in the same school.

- c. There is no maximum to the number of sick leave credits which may be used during a school year.
- d. When paid sick leave to which an employee is entitled is exhausted, no further salary will be paid.
- e. Employees will not unreasonably or retroactively be required to produce medical certificates certifying their need for sick leave in accordance with Article G.20.1.

#### **G.20.5 SICK LEAVE FOR TEACHERS TEACHING ON CALL**

- a. Effective September 1, 1989, sick leave will be credited to Teachers Teaching On Call who have worked more than twenty (20) cumulative days subsequent to September 1, 1989, on the basis of 0.078 sick days for each day worked.
- b. The credit will commence on the twenty-first (21st) day of employment, retroactive to the first day of employment in the current school year, and will be made at the end of each pay cycle in which the Teacher Teaching On Call has been employed.
- c. A Teacher Teaching On Call may utilize accumulated sick leave credits when, after accepting, reporting for and having actively taken up an assignment, the Teacher Teaching On Call is unable to work because of illness or injury.
- d. Eligibility for paid sick leave will cease when the Teacher Teaching On Call's sick leave credits are exhausted or when the teacher the Teacher Teaching On Call was assigned to replace returns to duty, whichever first occurs.
- e. Sick leave earned and accumulated as a Teacher Teaching On Call, or as a teacher on a temporary contract prior to January 1, 1991, will be retained to the teacher's credit on appointment to a continuing contract of employment.

#### **G.20.6 RECOVERY OF COMPENSABLE SICK LEAVE**

- a. Where an employee is involved in an accident and as a result is paid sick leave during absence from work, any sick leave pay compensation recovered from an insurer or court award shall be repaid by the employee to the Board.
- b. The Board shall thereupon reinstate the number of days of sick leave credit represented by the repayment.
- c. The Board will contribute 50% of the employee's legal expenses for sick leave pay recovered (determined by the ratio that sick leave pay recovered bears to the total award), but the Board's legal expense liability will not exceed 15% of the sick leave pay recovered.

#### **G.20.7 WORKERS' COMPENSATION**

- a. Where an employee is entitled to compensation under the *Workers' Compensation Act*, the employee shall continue to receive full pay from their sick leave accumulation.

- b. Monies received by the employee as compensation for loss of wages under the Act shall, in turn, be paid to the Board and credited back to the employee's sick leave accumulation.
- c. Should an employee's personal sick leave accumulation be depleted, only those monies received from *WorkSafe BC* on their behalf would be forwarded to them.
- d. The Board's responsibilities under the foregoing shall terminate when the employee's accumulated sick leave credits have been used up.
- e. The term "compensation" shall mean periodic payments during the period of temporary disablement and does not include a disability pension or other final settlement award arising from such disability.

#### **G.20.8 MEDICAL LEAVE**

- a. An employee who is unable to report for work because of illness and who exhausts (or who elects not to use, or is unable to utilize) their paid sick leave or salary indemnity plan shall be granted a Medical Leave of Absence for up to two (2) years; PROVIDED that the employee produces a medical certificate at the commencement of such leave (and on request thereafter) verifying that the employee is unable to perform their normal employment duties.
- b. During a Medical Leave of Absence, the employee may continue benefits in accordance with Article B.11.2.f.
- c. Upon return to duty, the employee will be placed in accordance with Article G.21.1.e.

#### **G.20.9 PARTIAL MEDICAL LEAVE**

- a. Where a full-time employee produces a medical certificate stating that the employee, while medically unable to work full-time, is capable of working part-time, the employee's assignment may be reduced or the employee may be reassigned to another position where it is practical to do so. In either case, the change will be to a percentage of full-time that the employee is capable of working.
- b. Where a change in assignment or reassignment is made in accordance with Article G.20.9.a, such change or reassignment will be for a fixed period of not less than one (1) month and will be effective as of the beginning of a term or semester.
- c. An employee on partial medical leave will earn sick leave credits in accordance with Article G.20.3.b.ii.
- d. An employee on partial medical leave will go on full sick leave, with or without pay depending on the extent of the employee's accumulated sick leave credits, if the employee proves incapable of meeting the requirement of the reduced or changed assignment.

- e. Before an employee exhausts sick leave credits under this Article, the Board will advise the employee to contact the BCTF Salary Indemnity Plan administrator.

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

## **ARTICLE G.21 LEAVE OF ABSENCE/DETACHED DUTY LEAVE**

**[Note: Article G.21.1 does not apply to Article G.20 Sick Leave.]**

### **G.21.1 APPLICATION PROCEDURES**

- a. **Form**

Applications for leave of absence are to be submitted on the Teacher's Leave of Absence forms available in each school office and in such other locations in which employees are based.

- b. **Support for Application**

It is incumbent upon applicants for leave of absence to provide all relevant information in support of leave applications. The extent to which consideration is given to applications will be dependent upon receipt of background and supporting information.

- c. **Timelines**

Subject to Article G.21.1.d following, applications for leave must, where practicable, be submitted at least two (2) weeks in advance, so that sufficient time can be given to consideration of the application.

- d. **Authorization/Approval**

- i. Leave will not be considered to have been authorized until such time as the application has been processed and approved by the member of the district administration charged with that responsibility.
- ii. In the event that immediate leave is required for purposes such as family bereavement or family emergency, the employee's immediate supervisor must be advised that the employee requires the leave, and the employee must submit a completed leave application form with full supporting information as soon as possible on return to duty.
- iii. Normally, an employee will receive the processed leave form within ten (10) days of its receipt by the Board.



e. **Conditions**

- i. An employee who has been granted leave of absence for up to six (6) months within a school year will be guaranteed return to the same position should such position still exist.
- ii. Where an employee returning from leave is not placed in the same position, every effort will be made to place the employee in a similar position.
- iii. The six (6) month provision of Article G.21.1.e.i will only come into effect on leaves which extend for six (6) months beyond the statutory provisions for pregnancy leave or combined pregnancy and parental leave under the *Employment Standards Act* (See Appendix A), for which the employee was eligible.

f. **Pension Continuity**

- i. An employee's pension service credits will be maintained for "each day worked" as defined in Article G.20.3.b.
- ii. Subject to the approval of the Teachers' Superannuation Commissioner, an employee on leave of absence without pay for up to two (2) years may maintain pensionable service by paying both the employer's and the employee's pension contributions.

**G.21.2 OTHER LEAVES**

- a. Leave of absence, with or without pay, in addition to or for purposes other than those set out in this Article, will be considered upon application and may be approved at the discretion of the Board.
- b. A decision as to whether such leave will be granted and, if so, whether leave is paid or unpaid, will be based on the merits of and circumstances attendant to the application and will be made without prejudice. Upon request, the employee will be provided with written reasons for the decision.

**G.21.3 CIVIC RESPONSIBILITY LEAVES**

a. **Citizenship**

One (1) day of leave (which may be taken as two [2] half days) will be granted with no loss of pay for an employee to obtain their Canadian citizenship.

b. **Judging, Coaching, Competing**

- i. Leave will be granted with pay deducted at cost of substitute to enable participation in a recognized (i.e., official) provincial, federal or international athletic or fine arts competition.
- ii. Where the employee is in receipt of an honorarium, the leave will be without pay.

c. **Court Appearances**

- i. Leave will be granted with no loss of pay where employees are subpoenaed for jury or witness duty (provided the case does not involve the employee's personal business interests), or where employees are enjoined as a co-defendant with the Board, providing that of any fees received for such court appearances, exclusive of traveling costs or meal allowances, are turned over to the Board.
- ii. Leave will be granted with pay deducted at cost of substitute, where an employee appears as a plaintiff or defendant, or where attendance in Court is voluntary, or where the employee is in some other way a party to a case unrelated to the business of the district.
- iii. An employee will receive a receipt, which the employee may include when filing an income tax form, indicating that the Board received the funds paid to it and as a result maintained the employee's regular income.

d. **Militia Reserve Training Duty**

Leave will be granted with no loss of pay to enable an employee to participate in militia reserve training duty. Any remuneration received by the employee for such training duty is turned over to the Board. An employee will receive a receipt, which the employee may include when filing an income tax form, indicating that the Board received the funds paid to it and as a result maintained the employee's regular income.

e. **Political Leave**

- i. Leave may be granted for up to thirty (30) days with pay deducted at cost of substitute for campaign purposes.
- ii. Leave will be granted for up to thirty (30) days, with pay deducted at cost of substitute, for employees who are candidates for civic, provincial, or federal office.
- iii. **Association or Regional** - Leave will be granted for up to ten (10) days with pay deducted at cost of substitute, to meet the requirements of an elected public school board or municipal council office.
- iv. **Provincial or Federal** - If elected to provincial or federal office the employee will be granted a leave without pay, for up to two (2) terms of office; but, if re-elected to a third term, the employee will resign from employment with the Board.

## G.21.4

### PERSONAL NEED LEAVES

#### a. **Personal Discretionary**

A total of up to five (5) days leave will be granted in any school year, without pay, for personal matters. Such leave will not be granted, however, for personal business interests operated for the purpose of investment, remuneration, or supplementary income.

#### b. **Family**

- i. Up to one (1) day's leave with no loss of pay will be granted where an employee's presence is required to assist or provide support to a parent, spouse or child as a result of an accident or medical problem necessitating medical treatment of the parent, spouse or child where alternative arrangements not necessitating the presence of the employee could not be made.
- ii. Up to one (1) day of leave (which may be taken as two [2] half days) will be granted with no loss of pay, as a result of an employee's home displacement (e.g., fire) where the displacement arises from reasons beyond the employee's control.

#### c. **Marital**

One (1) day's leave will be granted without pay to enable an employee to attend the employee's own marriage ceremony.

#### d. **Pregnancy and/or Parental**

- i. A pregnant employee shall be granted, upon request, a pregnancy leave of absence as provided for in Part 6 of the *Employment Standards Act* (as amended in 1996). (See Appendix A)
- ii. Notwithstanding sections 50 (4) (c) and 51 (3) (3) of Part 6 of the *Employment Standards Act* (as amended in 1996), the Board may choose not to require a medical certificate.
- iii. Employees shall be granted, upon request, a parental leave of absence as provided for in Part 6 of the *Employment Standards Act* (as amended in 1996). (See Appendix A)
- iv. An employee returning from pregnancy or parental leave under Part 6 of the *Employment Standards Act* (as amended in 1996) will be reassigned to the same position held prior to the leave. If this position no longer exists she will be assigned to a comparable position.

e. **Paternity**

Birth attendance leave will be granted to permit an employee to be in attendance with their spouse at the birth of a child and/or to bring the new-born child home from hospital. A total of up to two (2) days of such leave will be granted, with no loss of pay for the first day and without pay for the second day.

f. **Adoption**

Adoption leave will be granted to enable an employee to adopt a child. A total of up to two (2) days of such leave will be granted, with no loss of pay for the first day and without pay for the second day.

g. **Parenthood**

An employee shall be granted, upon request, a leave of absence without pay for up to one (1) school year to enable the employee to spend full-time with the employee's natural or adopted children.

h. **Supplemental Employment Benefit**

*Employee on pregnancy leave and eligible for EI*

- i The Board shall pay a pregnant employee who takes pregnancy leave pursuant to the pregnancy leave provisions of the **Employment Standards Act** (as amended in 1996) of B.C. and who qualifies for Employment Insurance benefits for birth, 95% of the employee's current salary for the first two (2) weeks of the leave. Thereafter, for a further fifteen (15) weeks, the Board shall pay the employee the difference between 70% of the employee's current salary and the amount of E.I. benefits received by the employee.

*Birth mother on parental leave and eligible for EI*

- ii. An employee who is a birth mother and takes parental leave pursuant to the pregnancy leave provisions of the **Employment Standards Act** (as amended in 1996) of B.C. and qualifies for Employment Insurance benefits for birth, the Board shall pay the employee the difference between 70% of the employee's current salary and the amount of E.I. benefits received by the employee for eight (8) weeks of the parental leave.

*Pregnant employee on pregnancy leave and not eligible for EI, and/or  
Birth mother on parental leave and not eligible for EI*

- iii. Where a pregnant employee fails to qualify for Employment Insurance benefits because of an insufficient number of insurable hours required to qualify for Employment Insurance benefits, the employee will receive:
  - a) 95% of the employee's current salary for the first two (2) weeks of the pregnancy leave, and

- b) for the next fifteen (15) weeks of pregnancy leave, will receive the difference between 70% of the employee's current salary and 50% of the amount of E.I. benefits to which the employee would have been entitled had the employee worked at their current salary (the FTE and salary rate immediately prior to the pregnancy leave) for the full E.I. benefit calculation period, and/or
- c) for the eight (8) weeks of parental leave, an employee who is a birth mother will receive the difference between 70% of the employee's current salary and 50% of the amount of E.I. benefits to which the employee would have been entitled had the employee worked at their current salary (the FTE and salary rate immediately prior to the parental leave) for the full E.I. benefit calculation period.

*Employee (other than a pregnant employee or birth mother) on parental leave and eligible for EI*

- iv. The Board shall pay an employee who takes parental leave pursuant to the parental leave provisions of the ***Employment Standards Act*** (as amended in 1996) of B.C. and who qualifies for Employment Insurance benefits for birth or adoption, 95% of the employee's current salary for the first two (2) weeks of the leave. Thereafter, for a further eight (8) weeks, the Board shall pay the employee the difference between 70% of the employee's current salary and the amount of E.I. benefits received by the employee.

*Employee (other than a pregnant employee or birth mother) on parental leave and not eligible for EI*

- vi. Where the employee who takes parental leave pursuant to the parental leave provisions of the ***Employment Standards Act*** (as amended in 1996) of B.C. but fails to qualify for Employment Insurance benefits because of an insufficient number of insurable hours required to qualify for Employment Insurance benefits, the employee will receive:
  - a) 95% of the employee's current salary for the first two (2) weeks of the leave, and
  - b) for the next eight (8) weeks, will receive the difference between 70% of the employee's current salary and 50% of the amount of E.I. benefits to which the employee would have been entitled had the employee worked at their current salary (the FTE and salary rate immediately prior to the parental leave) for the full E.I. benefit calculation period.

i. **Religious**

In any one year up to three (3) days leave will be granted with pay deducted at cost of substitute to participate in specific (i.e., other than Sabbath or equivalent) religious holidays.

j. **Transportation Failure**

Where an employee is unable to report for duty because of a breakdown in public transportation services normally used by the employee or because of closure of public services (e.g., roads), leave will be granted with no loss of pay for up to a full day's absence, providing:

- i. The employee reports for duty as soon as circumstances permit, and
- ii. If requested, the employee provides a written explanation detailing the cause of the absence. In the event of failure to provide such statement, salary will be deducted for the full period of absence.
- iii. No salary will be paid for absences in excess of one (1) day resulting from breakdown or closure of Surrey Teachers' Association transportation facilities or services.
- iv. No salary will be paid in the case of absence resulting from breakdown of personal vehicles or transportation failures experienced while on holidays or on other personal business.

**[Note: See also Article G.3 Family Responsibility Leave and Article G.5 Unpaid Discretionary Leave.]**

**G.21.5 PROFESSIONAL NEED LEAVES**

a. **Professional Development**

In any one (1) school year, up to ten (10) days' leave may be granted with pay deducted at cost of substitute to enable participation in appropriate and acceptable professional development programs. Such leave will not be arbitrarily denied.

b. **Examinations**

Leave will be granted with pay deducted at cost of substitute for the purpose of writing examinations leading to higher certification or to other appropriate certificates or qualifications.

c. **Degrees**

One (1) day's leave will be granted with no loss of pay to enable an employee to receive a university degree.

d. **Exchange Programs**

- i. Leave may be granted without pay for up to two (2) school years to enable an employee to participate in the C.I.D.A, C.U.S.O, D.N.D. programs or an exchange program.
- ii. Normally, any leave extension will be granted for only one (1) year.

- iii. Normally, employees must have at least five (5) years of continuous service with this district prior to the leave.
- iv. An employee who has been granted leave under Article G.21.5.d will, for one (1) year, be guaranteed return to the same position should such position still exist.
- v. Exchange teachers who are teaching in this district will be granted five (5) days' leave at cost of substitute for travel, sight seeing, or orientation to British Columbia.

e. **Secondments**

- i. Where a recognized body or agency (e.g., university, government ministry, etc.) wishes to second the services of an employee, up to one (1) year's leave will be granted if the purpose of the assignment is deemed appropriate to the interests of the school district. Where such leave is granted, the Board will continue to pay and treat the employee as if the employee were still actively employed by the school district, providing the seconding body will reimburse the Board for all the employee's salary and benefit costs.
- ii. If the seconding body will not reimburse the Board for all of the employee's salary and benefit costs, any leave granted will be without pay.
- iii. Normally, any leave extension will be granted for only one (1) additional year.

f. **Professional Growth Leave**

An employee who has five (5) or more years' continuous service may be granted up to one (1) school year's leave of absence without pay for purposes of further studies leading to higher qualifications deemed appropriate to the interests of the school district, or research or other activity that would enhance the employee's professional skills in such a manner as to be in the interests of the school district. Such leave will not be arbitrarily denied.

**G.21.6 LEAVE FOR S.T.A. OFFICERS**

- a. The Board will place "on loan" to the Surrey Teachers' Association an employee who is elected as President of the Surrey Teachers' Association. The following conditions will apply:
- b. Application must be made in writing to the Superintendent by June 15th of the school year prior to the school year for which the employee's services are being requested.

- c. The Board will continue to pay the employee while on loan to the Surrey Teachers' Association and will maintain all benefits. The Surrey Teachers' Association will be billed by the Board and will reimburse the Board for the cost of the salary, allowances and benefits. The employer's share of the pension contributions for Surrey Teachers' Association officers "on loan" shall continue to be remitted at no cost to the Surrey Teachers' Association.
- d. In the event of illness of the President, the Surrey Teachers' Association will reimburse the Board for the first fifteen (15) days of sick leave used during this period. The President may draw from the sick leave which they have accumulated with the Board if more than fifteen (15) days of sick leave are required.
- e. The period for which the President is on loan will be counted for seniority and salary purposes as teaching experience.
- f. The President will inform the Board of the number of days or partial days, if any, that the President was absent from presidential duties due to illness. Such days or partial days will be deducted from the President's accumulated sick leave credits.
- g. Should the Office of the President be vacated the Board will, if requested by the Surrey Teachers' Association, place the successor on loan to the Surrey Teachers' Association under the same provisions in Article G.21.6.
- h. Any replacement appointed to enable an employee to be placed on loan to the Surrey Teachers' Association under Article G.21.6 will be appointed on a term specific basis until the end of the school term.
- i. The Board will, on the formal written request of the Surrey Teachers' Association, grant similar leave arrangements to other Executive members of the Surrey Teachers' Association on a regular part-time basis or on a full-time basis for all or part of the school year. Wherever practical, any such leave will be for a term which coincides with a natural school break.

**[Note: See also Article G.6 Leave for Union Business.]**

**G.21.7 TEACHER REGULATION BRANCH/UNION BUSINESS**

**a. Teacher Regulation Branch Office**

Up to ten (10) days leave will be granted with no loss of pay to a teacher who is elected to the BC Teachers' Council of the Teacher Regulation Branch for the purpose of conducting the business of the TRB. Any additional days will be granted with pay deducted at cost of substitute.

**b. Teacher Regulation Branch Committees**

Up to ten (10) days of leave will be granted with pay deducted at the cost of substitute for a teacher to participate in the activities of a committee of the Teacher Regulation Branch.



**c. BCTF Business**

Leave will be granted with pay deducted at cost of substitute for an employee to participate as a member of a BCTF Committee or Task Force. The BCTF will be billed directly for all such costs.

**d. Contract Negotiations**

**i. Local Negotiations**

The Board will provide, at no cost to the Surrey Teachers' Association, release time with pay for up to six (6) members of the Bargaining Committee, or employees otherwise designated, to participate in joint Board/ Surrey Teachers' Association contract negotiations where this is required during the school day.

**e. Contract Administration**

The Board will provide, at no cost to the Surrey Teachers' Association and with no loss of pay, release time for up to three (3) employees where they are reasonably required to attend joint proceedings during the school day in connection with the interpretation, application, grievance, or arbitration of this Agreement.

**f. STARA Representatives**

i. Leave will be granted to a STARA Representative, or designate, to represent an employee in the investigation of a grievance. The Surrey Teachers' Association will be billed at the rate of cost of substitute for the period of absence. In the interpretation and application of this clause, it is understood that, where the need for such leave is immediate, the STARA Representative may obtain verbal approval from the administrative officer concerned, and file formal application as soon as possible thereafter.

ii. STARA Representatives will be granted leave at cost of substitute to participate in Surrey Teachers' Association organized workshops.

**g. Surrey Teachers' Association Business**

Leave will be granted at cost of substitute for an employee to participate as a member of a Surrey Teachers' Association committee.

**h. Limitation of Liability**

The Surrey Teachers' Association will only be expected to reimburse the Board for leave granted through the Surrey Teachers' Association's Professional Development Fund (see Article G.21.5.a.) or for Surrey Teachers' Association business where a Teacher Teaching On Call has been dispatched and where the billing is received by the Surrey Teachers' Association within 120 days after the date of the leave.

[Note: See also Article G.6 Leave for Union Business.]

### **G.21.8 GUIDELINES FOR LONG-TERM LEAVE**

An employee may be granted longer term leave of absence without pay, which leave will normally be subject to the following conditions:

- a. The application should be received no later than March 31st for leave to be effective at the beginning of the subsequent school year.
- b. The application should be received no later than two (2) months prior to the proposed leave which would be effective as of the beginning of the second term or semester.
- c. The employee should have at least five (5) years of continuous service with this district prior to the leave.
- d. A suitable replacement must be available.
- e. Not more than five percent (5%) of the total teaching staff will be granted longer term leave at any one time.
- f. An employee seeking an extension to a long-term leave shall apply for such an extension at the earliest opportunity and at least two (2) months prior to the scheduled return to work.
- g. If the employee has not confirmed the date of return at least two (2) school months previous to the expected return to work, the employee may be required to show cause why they should not be deemed to have abandoned their appointment.

### **G.21.9 DETACHED DUTY**

Employees who are reassigned from their regular duties to serve on Board committees or to participate in Board in-service activities held during the employee's regular hours of work will be deemed to be on detached duty. Employees will only be required to complete applications for detached duty when they will require a Teacher Teaching On Call or when their reassignment involves out-of-district travel. The activities covered under "Detached Duty" shall include:

- a. Board sponsored in-service,
- b. Curriculum development,
- c. Curriculum implementation,
- d. District Review,
- e. School or District Review
- f. Board or district committees,

- g. Staff development activities for another school in the district,
- h. Board sanctioned out of district assignments, etc.

**G.21.10 DEFERRED SALARY LEAVE PLAN**

- a. The Board will provide a Deferred Salary Leave Plan for employees.
- b. The Plan shall be administered by a Trustee chosen by the Board and the Association.
- c. The joint salary review committee shall be responsible for reviewing the Plan on an annual basis.
- d. Any employee participating in the Plan shall not hold the Board or the Association responsible for any subsequent actions that might arise to the detriment of the employee for reasons such as investment decisions of the Trustee, rulings by Canada Revenue Agency concerning taxation questions, etc.
- e. The Plan is subject to the rules and regulations established by the Income Tax Act for deferred salary leave.
- f. The details of the Plan can be found on the Board and Association websites.
- g. An application for enrollment in the Plan must be received by Human Resources at least (2) months before the deduction period is to begin.

**G.21.11 LEAVE OF ABSENCE PURSUANT TO THE DEFERRED SALARY LEAVE PLAN**

An application for a leave of absence shall be governed by the following provisions:

- a. The leave of absence shall be not less than one full school year.
- b. The application must be received no later than March 31<sup>st</sup> for leave to be effective at the beginning of the subsequent school year.
- c. The employee must have at least five (5) years of continuous service with the district prior to the leave.
- d. A suitable replacement must be available.

- e. Employees on leave shall be considered part of the five percent (5%) of employees referred to in clause G.21.8.e.
- f. For pension and benefits purposes the employee (while on leave) will be considered on long term leave without pay.

## **SIGNATURES**

Signed at Surrey, British Columbia, this \_\_\_\_\_ day of June, 2024

\_\_\_\_\_  
Michele Radomski, Executive Director of HR  
School District No. 36 (Surrey)

\_\_\_\_\_  
Jatinder Bir, President  
Surrey Teachers' Association

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

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

# LETTER OF UNDERSTANDING NO. 1

BETWEEN

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

## Re: Designation of Provincial and Local Matters

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

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

Original signed by:

“Jim Iker”

For BCTF

“Renzo Del Negro”

For BCPSEA

<b>Appendix 1</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/interfaces
16. Grievance/Arbitration (including Expedited) Procedure and Troubleshooter



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

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

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

### **Section C – Employment Rights**

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

9. Retraining, Board directed education upgrading

## **Section D – Working Conditions**

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

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

**Section E – Personnel Practices**

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

**Section F – Professional Rights**

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

**Section G – Leaves of Absence**

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

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

**January 22, 2021 - Provincial Matters**

<p style="text-align: center;"><b>Appendix 2</b> <b>LOCAL MATTERS</b></p>
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**Appendix 2 – Local Matters**  
**Housekeeping – Form Issues**

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

**Section A – The Collective Bargaining Relationship**

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

**Section B – Salary and Economic Benefits**

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

## **Section C – Employment Rights**

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

## **Section D – Working Conditions**

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

## **Section E – Personnel Practices**

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

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

### **Section F – Professional Rights**

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

### **Section G – Leaves of Absence**

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



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

January 22, 2021 - Local Matters.

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

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

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

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

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

October 25/95

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

**Concerning Selection of Administrative Officers**

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

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

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

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

Dated this 11 day of December, 1996.

“Alice McQuade”  
President  
BC Teachers’ Federation

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

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

**Professional Development**

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

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued 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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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF

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

**Between**

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

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

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

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

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**Does not apply in School District No. 36 (Surrey)**

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

**Does not apply in School District No. 36 (Surrey)**

**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 the 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:**

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.

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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Jacque Griffiths  
For BCPSEA

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Susan Lambert  
For BCTF



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

Note: There are no schools in SD No. 36 Surrey included on Schedule A to Provincial Letter of understanding No. 5 Re: Teacher Supply and Demand Initiatives.

## 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 14 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

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

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

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

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

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

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

The following examples are intended to provide further clarification:

### Example 1

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

### Example 2

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

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

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

Original signed by:

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Alan Chell  
For BCPSEA

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Teri Mooring  
For BCTF

*Revised with housekeeping March 26, 2020*

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

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

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

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

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

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

The following examples are intended to provide further clarification:

Example 1

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

Example 2

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

Original signed by:

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Alan Chell  
For BCPSEA

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March 26, 2020  
Date

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Teri Mooring  
For BCTF

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March 26, 2020  
Date

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

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

### **BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### **AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

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

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

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

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



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

Agreed to on: November 26, 2012

*Revised: May 13, 2015*

Original signed by:

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Renzo Del Negro  
For BCPSEA

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Jim Iker  
For BCTF

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

## Appendix A to Letter of Understanding No. 9

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

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

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

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

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

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

Original signed by:

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Renzo Del Negro  
For BCPSEA

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For School District 51

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Jim Iker  
For BCTF

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For Boundary Teachers'  
Association

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

### **BETWEEN**

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

### **AND THE**

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

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

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

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

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

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

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

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

Example:

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

*Original signed by:*

Renzo Del Negro

Jim Iker

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

April 22, 2015

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Please Note: This written notice must be provided by the teacher and received by the district no later than November 15<sup>th</sup> of the proceeding 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. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Early Career Mentorship**

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

**LETTER OF UNDERSTANDING NO. 17**

**BETWEEN**

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

**AND THE**

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

**Re: Potential Grievance Resolution**

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





# LOCAL LETTERS OF UNDERSTANDING AND APPENDICES

## APPENDIX A

### EMPLOYMENT STANDARDS ACT

#### R.S.B.C. 1996

##### Part 6 Leaves

### Pregnancy leave

**50** (1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave

(a) beginning

(i) no earlier than 11 weeks before the expected birth date, and

(ii) no later than the actual birth date, and

(b) ending

(i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and

(ii) no later than 17 weeks after the actual birth date.

(2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).

(4) A request for leave must

(a) be given in writing to the employer,

(b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the

date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) A request for a shorter period under subsection (1) (b) (i) must

(a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and

(b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## **Parental leave**

**51** (1) An employee who requests parental leave under this section is entitled to,

(a) for a birth mother who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,

(b) for a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,

(c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and

(d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(a) be given in writing to the employer,

(b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

### **Duties of employer**

**54** (1) An employer must give an employee who requests leave under this Part the leave to which the employee is entitled.

(2) An employer must not, because of an employee's pregnancy or a leave allowed by this Part,

(a) terminate employment, or

(b) change a condition of employment without the employee's written consent.

(3) As soon as the leave ends, the employer must place the employee

(a) in the position the employee held before taking leave under this Part, or

(b) in a comparable position.

(4) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon as operations are resumed.

## APPENDIX B

### EXCERPTS FROM THE FORMER *INDUSTRIAL RELATIONS ACT*

#### Agreement respecting technological change

74. (1) A collective agreement entered into after this Act comes into force shall contain provisions for final and conclusive settlement without stoppage of work, by arbitration or another method agreed to by the parties, of all disputes relating to adjustment to technological change.
- (2) An employer who is bound by a collective agreement and who proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of his employees to whom the collective agreement applies shall give notice of the technological change to the bargaining agent bound by the collective agreement at least 90 days before the date on which the technological change is to be effected.
- (3) A notice given under subsection (2) shall be in writing and shall state
- (a) the nature of the technological change,
  - (b) the date on which the employer proposes to effect the technological change, and
  - (c) the approximate number and type of employees likely to be affected by the technological change.
- (4) This section does not apply to an employer and a bargaining agent who are bound by a collective agreement where the collective agreement contains provisions that
- (a) are intended to assist employees affected by a technological change to adjust to the effects of the technological change, and
  - (b) specify that this section does not apply, during the term of the collective agreement, to the employer and the bargaining agent.

#### Provisions ordered by minister

75. Where a collective agreement does not contain provisions for adjustment to technological change, the minister may, after considering the report of a person appointed by him to investigate the matter, by order, make provisions for that purpose. They shall be deemed terms of the collective agreement and binding on all persons bound by the agreement.

#### Introduction of technological change

76. (1) Where an employer introduces or intends to introduce a technological change that
- (a) affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies; and
  - (b) alters significantly the basis on which a collective agreement was negotiated,
- either party may refer the matter to an arbitration board under the collective agreement, or pursuant to Part 6.

- (2) The arbitration board shall decide whether the employer has introduced or intends to introduce a technological change, and on deciding that the employer has or intends to do so, the arbitration board
- (a) shall immediately inform the minister of its finding and
  - (b) may, then or later, order one or more of the following:
    - (i) that the change be made in accordance with the collective agreement unless the change alters significantly the basis on which the collective agreement was negotiated;
    - (ii) that the employer will not proceed with the technological change for a period, not exceeding 90 days, the arbitration board considers appropriate;
    - (iii) that the employer reinstate an employee displaced by the technological change; and
    - (iv) that the employer pay that employee compensation for his displacement as the arbitration board considers reasonable.
- (3) An order made under this section binds all persons bound by the collective agreement.

### **Order of board**

77. (1) The arbitration board under section 76 (1) may recommend the minister appoint a special officer under Part 7 to resolve the matter, or, with the written consent of the minister, may order that the parties commence collective bargaining on a date set by the arbitration board for the purpose of revising the provisions of the collective agreement relating to terms, conditions or security of employment, or including new provisions relating to those matters, in order to assist the parties affected by the technological change to adjust to its effects.
- (2) Section 79 does not apply to a collective agreement where the arbitration board, under this section, has ordered the parties to commence collective bargaining.

### **Interpretation**

78. In sections 74 to 77

"arbitration board" means a board of arbitration established under a collective agreement and includes a single arbitrator;

"collective agreement", except in section 74, means a collective agreement entered into before or after the coming into force of this Act;

"technological change" means

- (a) the introduction by an employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by the employer in that work, undertaking or business, or
- (b) a change in the manner, method or procedure in which the employer carries on his work, undertaking or business that is related to the introduction of that equipment or material.

but "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

**APPENDIX C  
LETTER OF UNDERSTANDING**

The parties agree that:

**C.10 SPACE AND FACILITIES**

The parties will meet to discuss facility issues which will or could affect the district over the next ten (10) years. Other stakeholders will be invited to participate. Agreement will be sought on the elements of a joint submission to be made to Ministry of Education representatives. The Ministry of Education representatives will be invited to meet with representatives from the parties and other stakeholders at which meeting the submission will be made.

**C.20 CHILD CARE**

The parties agree that access to child care is desirable and that the Board is not funded for nor able to provide financial support for child care. The Board will invite representatives from various stakeholders in the district to participate in a child care committee. This committee will study and make recommendations on the possibility of facilitating child care services for the district.

As a participant of the Surrey Social Planning Committee, the Board will continue to advocate for employer/employee facilitated child care in the community.

**C.30 COMPUTER PURCHASE PLANS**

The parties will work with other employee group representatives who wish to participate in establishing a computer purchase plan. In this regard, the Board will use its best efforts to arrange with a chosen vendor "preferred terms" and an optional payment plan. Representatives appointed by the Surrey Teachers' Association will assist in the selection of hardware, software and accessories.

Signed at Surrey, B.C. this 23rd day of June, 1993 by:

BRIAN BASTIEN  
For the Board

MARGIE WILLERS  
For the Surrey Teachers' Association

## APPENDIX D

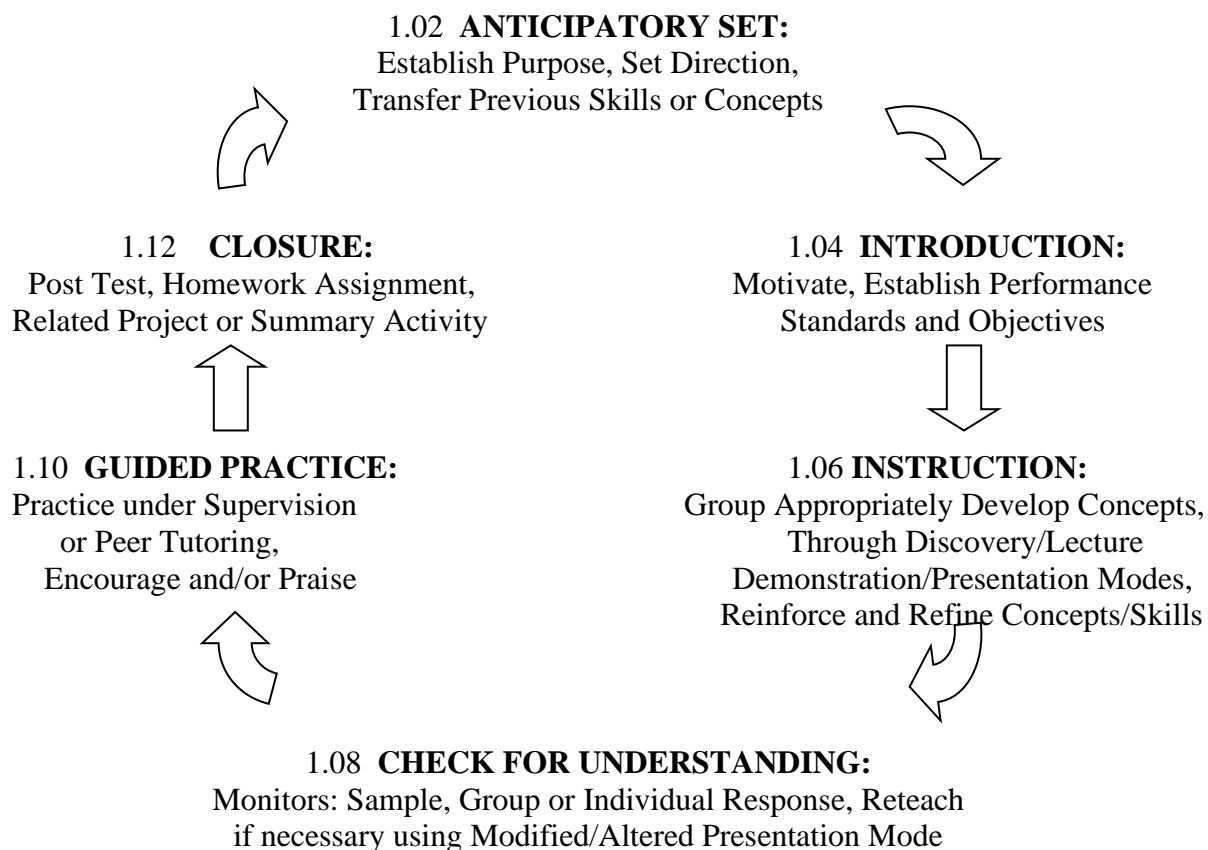
### EVALUATION & REPORT WRITING CRITERIA

#### DEFINITIONS:

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##### 1.00 **DEFINITION OF LESSON FORMAT:**

Lesson format refers to direct instruction and is cyclical and proceeds through identifiable stages which are interdependent:



##### 2.00 **EVIDENCE OF PLANNING**

- 2.02 Planning requires a statement of short and long range goals for the curriculum areas in order that objectives for each lesson, unit and learning activity be established.
  - 2.04 The planning document(s) also relate(s) objectives to student learning outcomes and student evaluation. The provincial curricula guides provide resource manuals for this process.
- 

##### 3.00 **INSTRUCTIONAL PROCESS AND SKILLS**

- 3.02 Instructional process and skill provide structured learning experiences through teacher planning and decision-making.

## EVALUATION & REPORT WRITING CRITERIA

### GUIDELINES:

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- 1.01 Defines purpose of lesson clearly;
- 1.03 Provides for transfer of previous content to new;
- 1.05 Provides for motivation;
- 1.07 Provides for appropriate grouping;
- 1.09 Monitors for understanding;
- 1.11 Provides for guided skill practice;
- 1.13 Provides for opportunity for independent practice and for reinforcement;
- 1.15 Provides for closure.

- 
- 2.01 Develops long range plans: e.g. units, yearly plans, scope & sequence, objectives;
  - 2.03 Adheres to provincial and Surrey Teachers' Association curricula;
  - 2.05 Maintains short range plans: e.g. day plan, lesson plan;
  - 2.07 Demonstrates instructional planning e.g. identification of strategies which will meet course objectives.

- 
- 3.01 Targets instruction to appropriate level of difficulty;
  - 3.03 Instructs to clearly defined goals and objectives;
  - 3.05 Demonstrates clarity of presentation;
  - 3.07 Monitors learning;
  - 3.09 Provides for student motivation;
  - 3.11 Clearly defines teacher expectations of the students;
  - 3.13 Identifies and provides for individual differences, as appropriate;
  - 3.15 Provides for closure;



- 3.17 Selects and uses strategies to respond to the variety of learning styles;
- 3.19 Utilizes effective questioning techniques which reflect both the instructional objectives and the ability level of the students.

## **DEFINITIONS:**

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### **4.00 ASSESSMENT AND EVALUATION OF STUDENT PROGRESS**

4.02 Assessment and evaluation provide continuous feedback on student strengths and weaknesses to all concerned with student progress.

---

### **5.00 CLASSROOM MANAGEMENT, DISCIPLINE AND CLIMATE**

5.02 Classroom management, discipline and climate are the establishment of and adherence to a set of expectations for teacher and student behaviours which maximizes opportunities for ordered learning to occur.

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### **6.00 CLASSROOM ENVIRONMENT**

6.02 Classroom environment is the optimal adjustment of the physical environment to facilitate and sustain interest, guidance and motivation for learning in safe, comfortable conditions.

---

### **7.00 PROFESSIONAL INVOLVEMENT**

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7.02 Professional involvement is the building and the strengthening of a teacher's knowledge, understanding and skills through out-of-class experiences that improve the quality of teaching.

## GUIDELINES:

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- 4.01 Clearly defines evaluation criteria for students;
  - 4.03 Assesses student progress on a regular and frequent basis;
  - 4.05 Plans assessment which provides for differences of individuals and of groups;
  - 4.07 Designs and interprets tests appropriately;
  - 4.09 Evaluates student growth and achievement in line with objectives of program;
  - 4.11 Marks tests, assignments and projects according to a criteria of acceptable levels clearly understood;
  - 4.13 Adheres to department and school policies and procedures;
  - 4.15 Maintains a system of accountability for student progress and completion of assignments;
  - 4.17 Provides feedback on performance regularly to students;
  - 4.19 Maintains appropriate written records;
  - 4.21 Maintains open channels with parents regarding student progress;
  - 4.23 Reports regularly to parents on student progress.
- 

- 5.01 Defines and adheres to a clear set of classroom rules, routines and procedures consistent with school practices;
  - 5.03 Emphasizes on academic goals and/or achievement;
  - 5.05 Sets high expectations for students;
  - 5.07 Facilitates student involvement and participation;
  - 5.09 Facilitates smooth transition from one activity to another, with attention to appropriate pace;
  - 5.11 Defines appropriate behaviour and consequences;
  - 5.13 Monitors student behaviour;
  - 5.15 Responds effectively to unanticipated interruptions;
  - 5.17 Actively promotes positive student <-> teacher, student <-> student interaction;
  - 5.19 Builds group cohesiveness and consensus;
  - 5.21 Accepts, clarifies and supports students' ideas;
  - 5.23 Monitors student work habits.
- 

- 6.01 Adjusts the physical environment and equipment to accommodate variety in the learning situation to the extent reasonably possible;
  - 6.03 Provides for displays of student work and exhibits books, etc., as appropriate;
  - 6.05 Attends to conditions that affect health and safety of students;
  - 6.07 Organizes and arranges classrooms so as to facilitate learning and minimize disruptions.
- 

- 7.01 Participates in the development, implementation, and/or review of school policies and procedures;
- 7.03 Maintains positive professional rapport with colleagues;

- 7.05 Keeps up to date in areas of specialization and in general trends in education;
- 7.07 Takes advantage of in-service education opportunities;
- 7.09 Participates in school/district/provincial committees;
- 7.11 Participates in committee work of the Surrey Teachers' Association and/or provincial professional association;
- 7.13 Shares ideas, materials, and methods with professional colleagues;
- 7.15 Shares in the evaluation of the effectiveness of educational programs;
- 7.17 Consults with teachers, team leaders, department heads, consultants, and specialists to improve the teaching learning process;
- 7.19 Interprets school programs to parents and community as opportunities occur;
- 7.21 Maintains positive and professional relationships with parents to the extent reasonably possible;
- 7.23 Practices a standard of professional integrity and demonstrates a positive attitude towards professional growth, constructive criticism and professional obligations.

## **APPENDIX E**

### **EVALUATION CRITERIA FOR Adult Education Teacher**

E.31 The criteria employed in writing a report pursuant to this article may include:

E.311 Relevant skills and current knowledge, such as:

E.3111 Awareness of and adherence to the prescribed curriculum and/or program goals,

E.3112 Explanation of course expectations,

E.3113 Effectiveness of presentation and methodology,

E.3114 Maintenance of appropriate classroom environment,

E.312 Planning and evaluation, such as:

E.3121 Setting both long and short-term goals and objectives,

E.3122 Consulting with course participants to establish their individual learning needs developing individual evaluation procedures, and monitoring individual learning progress,

E.3123 Evidence of lesson unit and course planning.

E.313 Maintenance of records, such as:

E.3131 Attendance,

E.3132 Individual progress records.

E.314 Communication and interpersonal skills

E.315 Personal professional growth.

## APPENDIX F

### PROFESSIONAL GROWTH QUALIFICATIONS

- G.10 The term "professional growth" shall include leave-of-absence utilized for:
- G.11 Educational research in subject areas approved by the Superintendent of Schools;
  - G.12 Any subject or responsibility-related activity which has received the prior approval of the Superintendent of Schools, or
  - G.13 Further educational study as a student at a College or University in courses approved by the Superintendent of Schools. The employee must be enrolled in a minimum of nine (9) units/year, or five (5) units/semester where the leave is granted for one (1) semester only.
- G.20 These units must be comparable to those offered by U.B.C., for example:
- |                   |   |                   |
|-------------------|---|-------------------|
| 1 Unit at U. Vic. | = | 1 Unit at U.B.C.* |
| 2 Units at S.F.U. | = | 1 Unit at U.B.C.* |
| 3 Units at U.W.W. | = | 1 Unit at U.B.C.* |
- \* NOTE:** As of July 1, 1991:  
2 U.B.C. Credits = 1 U.B.C. Unit.
- G.30 In order to be eligible for increment purposes the employee must specify the general area of study or research at the time the employee applies for a leave-of-absence.
- G.40 Before any increment will be granted, employees must submit a written report upon their study or research including, where applicable, satisfactory proof of having successfully completed the program for which leave was granted. Standing in all courses must be Second Class (B) or better.
- G.50 This written report must be addressed to the Superintendent of Schools and the Chairperson of the Surrey Teachers' Association's Economic Welfare Committee within thirty (30) days of return to regular appointment with the Board or such later period as approved by the Superintendent or designate.

**APPENDIX G SALARY GRIDS**

SD 36 Teacher Salaries  
 Effective July 1, **2019**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Prov Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 47,836	\$ 51,308	\$ 55,095	\$ 56,425
<b>1</b>	\$ 50,149	\$ 54,246	\$ 58,345	\$ 59,625
<b>2</b>	\$ 52,464	\$ 57,182	\$ 61,594	\$ 62,825
<b>3</b>	\$ 54,778	\$ 60,120	\$ 64,842	\$ 66,024
<b>4</b>	\$ 57,091	\$ 63,056	\$ 68,091	\$ 69,223
<b>5</b>	\$ 59,406	\$ 65,992	\$ 71,340	\$ 72,423
<b>6</b>	\$ 61,721	\$ 68,930	\$ 74,589	\$ 75,622
<b>7</b>	\$ 64,035	\$ 71,866	\$ 77,838	\$ 78,822
<b>8</b>	\$ 66,349	\$ 74,804	\$ 81,087	\$ 82,021
<b>9</b>	\$ 68,662	\$ 77,740	\$ 84,337	\$ 85,220
<b>10</b>	\$ 73,107	\$ 83,097	\$ 89,775	\$ 91,073

TTOC Short-Term Days

Uncertified: \$191.33



July 1, 2019-June 30, 2020

**TTOC (1/189th to a max of Cat 5, step 8)**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 253.10	\$ 271.47	\$ 291.51	\$ 298.54
1	\$ 265.34	\$ 287.02	\$ 308.70	\$ 315.48
2	\$ 277.59	\$ 302.55	\$ 325.89	\$ 332.41
3	\$ 289.83	\$ 318.10	\$ 343.08	\$ 349.33
4	\$ 302.07	\$ 333.63	\$ 360.27	\$ 366.26
5	\$ 314.32	\$ 349.16	\$ 377.46	\$ 383.19
6	\$ 326.57	\$ 364.71	\$ 394.65	\$ 395.79
7	\$ 338.81	\$ 380.24	\$ 395.79	\$ 395.79
8	\$ 351.05	\$ 395.79	\$ 395.79	\$ 395.79
9	\$ 363.29	\$ 395.79	\$ 395.79	\$ 395.79
10	\$ 386.81	\$ 395.79	\$ 395.79	\$ 395.79

**Adult Ed. Hourly (1/1000) Rates**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 47.84	\$ 51.31	\$ 55.10	\$ 56.43
1	\$ 50.15	\$ 54.25	\$ 58.35	\$ 59.63
2	\$ 52.46	\$ 57.18	\$ 61.59	\$ 62.82
3	\$ 54.78	\$ 60.12	\$ 64.84	\$ 66.02
4	\$ 57.09	\$ 63.06	\$ 68.09	\$ 69.22
5	\$ 59.41	\$ 65.99	\$ 71.34	\$ 72.42
6	\$ 61.72	\$ 68.93	\$ 74.59	\$ 75.62
7	\$ 64.03	\$ 71.87	\$ 77.84	\$ 78.82
8	\$ 66.35	\$ 74.80	\$ 81.09	\$ 82.02
9	\$ 68.66	\$ 77.74	\$ 84.34	\$ 85.22
10	\$ 73.11	\$ 83.10	\$ 89.78	\$ 91.07

**July 1, 2019 – June 30, 2020**

**TEACHER ALLOWANCES**

		Annual	Monthly
DHD1	DEP.HEAD I(10-20 BLOCKS) 2.3%	2,094.70	209.47
DHD2	DEP.HEAD II(21-34 BLOCKS)3.45%	3,142.00	314.20
DHD3	DEP.HEAD III (35+ BLOCKS) 4.6%	4,189.30	418.93
HTC1	HEAD TEACHER (1-50) 6.5%	5,919.70	591.97
HTC2	HEAD TEACHER (51-100) 7.0%	6,375.00	637.50
HTC3	HEAD TEACHER (101-150) 8.5%	7,741.10	774.11
HTC4	HEAD TEACHER (151-200) 10%	9,107.20	910.72
HTC5	HEAD TEACHER (201+) 11.5%	10,473.30	1,047.33
STCH	SENIOR TEACHER (2%)	1,821.40	182.14
TICH	TEACHER IN CHARGE (1%)	910.70	91.07
TIC2	20% TEACHER IN CHARGE (1%)		18.21
TIC4	40% TEACHER IN CHARGE (1%)		36.43
TIC5	50% TEACHER IN CHARGE (1%)		45.54
TIC6	60% TEACHER IN CHARGE (1%)		54.64
TIC8	80% TEACHER IN CHARGE (1%)		72.86

**NAMED TEACHER-IN-CHARGE**

(.08%)	DAILY	72.90
(.04%)	HALF-DAY	36.40

COST OF SUB 224.46 per day

ONE ROOM SCHOOL 1,821.40

SUMMER SCHOOL 56.43 per hour

Effective July 1, 2020

Step	Cat 4	Cat 5	Prov Cat 5+	Cat 6
<b>0</b>	\$ 48,793	\$ 52,334	\$ 56,197	\$ 57,554
<b>1</b>	\$ 51,152	\$ 55,331	\$ 59,512	\$ 60,818
<b>2</b>	\$ 53,513	\$ 58,326	\$ 62,826	\$ 64,081
<b>3</b>	\$ 55,874	\$ 61,322	\$ 66,139	\$ 67,344
<b>4</b>	\$ 58,233	\$ 64,318	\$ 69,453	\$ 70,608
<b>5</b>	\$ 60,594	\$ 67,312	\$ 72,767	\$ 73,872
<b>6</b>	\$ 62,956	\$ 70,308	\$ 76,080	\$ 77,134
<b>7</b>	\$ 65,315	\$ 73,303	\$ 79,395	\$ 80,398
<b>8</b>	\$ 67,676	\$ 76,300	\$ 82,709	\$ 83,662
<b>9</b>	\$ 70,036	\$ 79,295	\$ 86,023	\$ 86,924
<b>10</b>	\$ 75,301	\$ 85,590	\$ 92,469	\$ 93,805

TTOC Short-Term Days

Uncertified: \$195.16

July 1, 2020-June 30, 2021

**TTOC (1/189th to a max of Cat 5, step 8)**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 258.16	\$ 276.90	\$ 297.34	\$ 304.52
1	\$ 270.65	\$ 292.76	\$ 314.88	\$ 321.79
2	\$ 283.14	\$ 308.60	\$ 332.41	\$ 339.05
3	\$ 295.63	\$ 324.46	\$ 349.94	\$ 356.32
4	\$ 308.11	\$ 340.31	\$ 367.48	\$ 373.59
5	\$ 320.60	\$ 356.15	\$ 385.01	\$ 390.86
6	\$ 333.10	\$ 372.00	\$ 402.54	\$ 403.70
7	\$ 345.58	\$ 387.85	\$ 403.70	\$ 403.70
8	\$ 358.07	\$ 403.70	\$ 403.70	\$ 403.70
9	\$ 370.56	\$ 403.70	\$ 403.70	\$ 403.70
10	\$ 398.42	\$ 403.70	\$ 403.70	\$ 403.70

**Adult Ed. Hourly (1/1000) Rates**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 48.79	\$ 52.33	\$ 56.20	\$ 57.55
1	\$ 51.15	\$ 55.33	\$ 59.51	\$ 60.82
2	\$ 53.51	\$ 58.33	\$ 62.83	\$ 64.08
3	\$ 55.87	\$ 61.32	\$ 66.14	\$ 67.34
4	\$ 58.23	\$ 64.32	\$ 69.45	\$ 70.61
5	\$ 60.59	\$ 67.31	\$ 72.77	\$ 73.87
6	\$ 62.96	\$ 70.31	\$ 76.08	\$ 77.13
7	\$ 65.32	\$ 73.30	\$ 79.40	\$ 80.40
8	\$ 67.68	\$ 76.30	\$ 82.71	\$ 83.66
9	\$ 70.04	\$ 79.30	\$ 86.02	\$ 86.92
10	\$ 75.30	\$ 85.59	\$ 92.47	\$ 93.80

**July 1, 2020 – June 30, 2021**

**TEACHER ALLOWANCES**

		Annual	Monthly
DHD1	DEP.HEAD I(10-20 BLOCKS) 2.3%	2,157.50	215.75
DHD2	DEP.HEAD II(21-34 BLOCKS)3.45%	3,236.20	323.62
DHD3	DEP.HEAD III (35+ BLOCKS) 4.6%	4,315.00	431.50
HTC1	HEAD TEACHER (1-50) 6.5%	6,097.30	609.73
HTC2	HEAD TEACHER (51-100) 7.0%	6,566.30	656.63
HTC3	HEAD TEACHER (101-150) 8.5%	7,973.30	797.33
HTC4	HEAD TEACHER (151-200) 10%	9,380.40	938.04
HTC5	HEAD TEACHER (201+) 11.5%	10,787.50	1,078.75
STCH	SENIOR TEACHER (2%)	1,876.10	187.61
TICH	TEACHER IN CHARGE (1%)	938.00	93.80
TIC2	20% TEACHER IN CHARGE (1%)		18.76
TIC4	40% TEACHER IN CHARGE (1%)		37.52
TIC5	50% TEACHER IN CHARGE (1%)		46.90
TIC6	60% TEACHER IN CHARGE (1%)		56.28
TIC8	80% TEACHER IN CHARGE (1%)		75.04

**NAMED TEACHER-IN-CHARGE**

(.08%)	DAILY	75.00
(.04%)	HALF-DAY	37.50

COST OF SUB 228.87 per day

ONE ROOM SCHOOL 1,876.10

SUMMER SCHOOL 57.55 per hour

**Effective July 1, 2021**

<b>Step</b>	<b>Cat 4</b>	<b>Cat 5</b>	<b>Prov Cat 5+</b>	<b>Cat 6</b>
<b>0</b>	\$ 49,769	\$ 53,381	\$ 57,321	\$ 58,705
<b>1</b>	\$ 52,175	\$ 56,437	\$ 60,702	\$ 62,034
<b>2</b>	\$ 54,583	\$ 59,492	\$ 64,082	\$ 65,363
<b>3</b>	\$ 56,991	\$ 62,549	\$ 67,462	\$ 68,691
<b>4</b>	\$ 59,398	\$ 65,604	\$ 70,842	\$ 72,020
<b>5</b>	\$ 61,806	\$ 68,658	\$ 74,222	\$ 75,349
<b>6</b>	\$ 64,215	\$ 71,714	\$ 77,602	\$ 78,677
<b>7</b>	\$ 66,622	\$ 74,770	\$ 80,983	\$ 82,006
<b>8</b>	\$ 69,029	\$ 77,826	\$ 84,363	\$ 85,335
<b>9</b>	\$ 71,436	\$ 80,881	\$ 87,744	\$ 88,663
<b>10</b>	\$ 76,807	\$ 87,302	\$ 94,318	\$ 95,681

TTOC Short-Term Days

Uncertified: \$199.06

July 1, 2021-June 30, 2022

**TTOC (1/189th to a max of Cat 5, step 7)**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 263.33	\$ 282.44	\$ 303.29	\$ 310.61
1	\$ 276.06	\$ 298.61	\$ 321.17	\$ 328.22
2	\$ 288.80	\$ 314.77	\$ 339.06	\$ 345.84
3	\$ 301.54	\$ 330.95	\$ 356.94	\$ 363.44
4	\$ 314.28	\$ 347.11	\$ 374.83	\$ 381.06
5	\$ 327.02	\$ 363.27	\$ 392.71	\$ 398.67
6	\$ 339.76	\$ 379.44	\$ 410.59	\$ 411.78
7	\$ 352.50	\$ 395.61	\$ 411.78	\$ 411.78
8	\$ 365.23	\$ 411.78	\$ 411.78	\$ 411.78
9	\$ 377.97	\$ 411.78	\$ 411.78	\$ 411.78
10	\$ 406.39	\$ 411.78	\$ 411.78	\$ 411.78

**Adult Ed. Hourly (1/1000) Rates**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0	\$ 49.77	\$ 53.38	\$ 57.32	\$ 58.70
1	\$ 52.18	\$ 56.44	\$ 60.70	\$ 62.03
2	\$ 54.58	\$ 59.49	\$ 64.08	\$ 65.36
3	\$ 56.99	\$ 62.55	\$ 67.46	\$ 68.69
4	\$ 59.40	\$ 65.60	\$ 70.84	\$ 72.02
5	\$ 61.81	\$ 68.66	\$ 74.22	\$ 75.35
6	\$ 64.21	\$ 71.71	\$ 77.60	\$ 78.68
7	\$ 66.62	\$ 74.77	\$ 80.98	\$ 82.01
8	\$ 69.03	\$ 77.83	\$ 84.36	\$ 85.33
9	\$ 71.44	\$ 80.88	\$ 87.74	\$ 88.66
10	\$ 76.81	\$ 87.30	\$ 94.32	\$ 95.68

**July 1, 2021 – August 31, 2022**

**TEACHER ALLOWANCES**

		Annual	Monthly
DHD1	DEP.HEAD I(10-20 BLOCKS) 2.3%	2,200.70	220.07
DHD2	DEP.HEAD II(21-34 BLOCKS)3.45%	3,301.00	330.10
DHD3	DEP.HEAD III (35+ BLOCKS) 4.6%	4,401.30	440.13
HTC1	HEAD TEACHER (1-50) 6.5%	6,219.30	621.93
HTC2	HEAD TEACHER (51-100) 7.0%	6,697.70	669.77
HTC3	HEAD TEACHER (101-150) 8.5%	8,132.90	813.29
HTC4	HEAD TEACHER (151-200) 10%	9,568.10	956.81
HTC5	HEAD TEACHER (201+) 11.5%	11,003.30	1,100.33
	SENIOR TEACHER		
STCH	(2%)	1,913.60	191.36
TICH	TEACHER IN CHARGE (1%)	956.80	95.68
TIC2	20% TEACHER IN CHARGE (1%)		19.14
TIC4	40% TEACHER IN CHARGE (1%)		38.27
TIC5	50% TEACHER IN CHARGE (1%)		47.84
TIC6	60% TEACHER IN CHARGE (1%)		57.41
TIC8	80% TEACHER IN CHARGE (1%)		76.54

**NAMED TEACHER-IN-CHARGE**

(.08%) DAILY	76.50
(.04%) HALF-DAY	38.30

**COST OF SUB** 233.37 per day

**ONE ROOM SCHOOL** 1,913.60

**SUMMER SCHOOL** 58.70 per hour



## **APPENDIX H**

### **LETTER OF AGREEMENT**

BETWEEN:

The British Columbia Public School Employers' Association  
(hereinafter referred to as "BCPSEA")

AND:

The Board of Education of School District No. 36 (Surrey)  
(hereinafter referred to as the "Employer")

AND:

The British Columbia Teachers' Federation  
(hereinafter referred to as the "BCTF")

AND:

Surrey Teachers' Association  
(hereinafter referred to as the "Union" or the "STA")

#### **Re: Teacher Regulation Branch Annual Fees**

#### **The parties hereby agree as follows:**

The Board shall deduct from the earnings of every eligible employee (i.e. excluding employees working under a Letter of Permission and TTOCs) the annual fees required for membership in the Teacher Regulation Branch and remit the same to the TRB when notified of the fees by the TRB.

An employee may withdraw authorization for the Teacher Regulation Branch deduction by providing thirty (30) days' written notice to the Board prior to the deduction (based on the date established by the TRB). An employee who has withdrawn authorization must provide written authorization to the Board in order to resume deductions. Such authorization must be provided to the Board thirty (30) days' prior to the deduction (based on the date established by the TRB).

An employee on an unpaid leave of absence may continue participation in the Teacher Regulation Branch fee deduction by providing to the Board a prepayment of the total fee applicable prior to the commencement of the leave. If the pre-payment is less than the fee notified by the TRB, the employee will forward the difference to the Board thirty (30) days prior to the deduction (based on the date established by the TRB).

If there is insufficient pre-payment or net pay from which to deduct the full fee on the date established by the Teacher Regulation Branch, a partial deduction will not be made and the employee will pay their fee directly to the Teacher Regulation Branch. The Board is not responsible for missed deductions

The Board will accommodate requests for deduction of Teacher Regulation Branch fees for TTOCs. The TTOC must provide written authorization to the Board.

Agreed to on: February 24, 2010.

\_\_\_\_\_  
School District No. 36 (Surrey)

\_\_\_\_\_  
Surrey Teachers' Association

\_\_\_\_\_  
BCPSEA

\_\_\_\_\_  
BCTF

*[Housekeeping Note: amended to gender neutral terminology – 2024]*

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