

# WORKING DOCUMENT

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

AND

**BRITISH COLUMBIA TEACHERS' FEDERATION**

**Effective July 1, 2022 to June 30, 2025**

AS IT APPLIES BETWEEN

**SCHOOL DISTRICT 84 (VANCOUVER ISLAND WEST)  
AND  
VANCOUVER ISLAND WEST TEACHERS' UNION (VIWTU)**

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

## **Acknowledgement of Traditional Territories**

The employer and the union acknowledge that the Province of British Columbia is situated on the traditional territories of many First Nations, each with their own unique traditions and history. We commit to building respectful, productive, and meaningful relationships with First Nations, Métis, and Inuit groups.

Signed in Gold River on the        day of        , 2024

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**Lawrence Tarasoff, Superintendent and  
Secretary-Treasurer.  
School District No. 84 (Vancouver Island West)**

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**Elmar Nabbe, President  
Vancouver Island West Teachers' Union**

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**Alison Jones, Senior Manager,  
Labour Relations (Collective Bargaining)  
BC Public School Employers' Association**

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**Clint Johnston, President  
BC Teachers' Federation**

# TABLE OF CONTENTS

**NOTE: All Provincial articles are at the beginning of each section, in their pre-assigned numbering order. The local language follows. There is a gap in numbering between the Provincial articles and the local articles to accommodate any future Provincial language.**

<b>SECTION A: THE COLLECTIVE BARGAINING RELATIONSHIP.....</b>	<b>6</b>
ARTICLE A.1: TERM, CONTINUATION AND RENEGOTIATION.....	6
ARTICLE A.2: RECOGNITION OF THE UNION .....	7
ARTICLE A.3: MEMBERSHIP REQUIREMENT .....	7
ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION .....	7
ARTICLE A.5: COMMITTEE MEMBERSHIP .....	8
ARTICLE A.6: GRIEVANCE PROCEDURE.....	8
ARTICLE A.7: EXPEDITED ARBITRATION.....	11
ARTICLE A.8: LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS .....	12
ARTICLE A.9: LEGISLATIVE CHANGE.....	13
ARTICLE A.10: LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS ACT .....	13
ARTICLE A.20: PRESIDENT’S RELEASE .....	13
ARTICLE A.21: LEAVE FOR UNION MEMBER .....	14
ARTICLE A.22: LOCAL UNION STAFF REPRESENTATIVES .....	15
ARTICLE A.23: SCHOOL STAFF COMMITTEES.....	15
ARTICLE A.24: ACCESS TO FACILITIES .....	16
ARTICLE A.25: BULLETIN BOARD .....	16
ARTICLE A.26: INTERNAL MAIL.....	16
ARTICLE A.27: ACCESS TO DISTRICT INFORMATION .....	16
ARTICLE A.28: PICKET LINE PROTECTION.....	16
ARTICLE A.29: COPY OF AGREEMENT .....	17
ARTICLE A.30: EXCLUSIONS FROM THE BARGAINING UNIT.....	17
ARTICLE A.31: LEAVE FOR LOCAL NEGOTIATIONS .....	17
ARTICLE A.32: CONTRACTING OUT.....	17
<b>SECTION B: SALARY AND ECONOMIC BENEFITS .....</b>	<b>18</b>
ARTICLE B.1: SALARY .....	18
ARTICLE B.2: TTOC PAY AND BENEFITS.....	21
ARTICLE B.3: SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION .....	21
ARTICLE B.4: EI REBATE .....	22
ARTICLE B.5: REGISTERED RETIREMENT SAVINGS PLAN .....	22
ARTICLE B.6: SALARY INDEMNITY PLAN ALLOWANCE.....	23
ARTICLE B.7: REIMBURSEMENT FOR PERSONAL PROPERTY LOSS .....	23
ARTICLE B.8: OPTIONAL TWELVE-MONTH PAY PLAN .....	24
ARTICLE B.9: PAY PERIODS .....	24
ARTICLE B.10: REIMBURSEMENT FOR MILEAGE AND INSURANCE.....	24
ARTICLE B.11: BENEFITS .....	25
ARTICLE B.12: CATEGORY 5+ .....	26
ARTICLE B.13: BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS’ AND SCHOOL PSYCHOLOGISTS’ PROFESSIONAL FEES .....	27
ARTICLE B.14: EXPERIENCE RECOGNITION.....	27
ARTICLE B.20: PLACEMENT ON SCALE.....	28
ARTICLE B.21: PART-TIME TEACHERS’ PAY AND BENEFITS .....	29
ARTICLE B.22: POSITIONS OF SPECIAL RESPONSIBILITY.....	29

ARTICLE B.23:	ALLOWANCES .....	30
ARTICLE B.24:	RENTAL ACCOMMODATION .....	31
<b>SECTION C: EMPLOYMENT RIGHTS.....</b>		<b>32</b>
ARTICLE C.1:	RESIGNATION .....	32
ARTICLE C.2:	SENIORITY .....	32
ARTICLE C.3:	EVALUATION .....	34
ARTICLE C.4:	TTOC EMPLOYMENT .....	35
ARTICLE C.20:	LAYOFF, RECALL/RE-ENGAGEMENT AND SEVERANCE .....	35
ARTICLE C.21:	DISMISSAL AND DISCIPLINE FOR MISCONDUCT .....	37
ARTICLE C.22:	PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE.....	39
ARTICLE C.23:	PART-TIME EMPLOYMENT RIGHTS.....	39
ARTICLE C.24:	TEMPORARY TEACHERS’ EMPLOYMENT RIGHTS.....	39
ARTICLE C.25:	TEACHERS TEACHING ON CALL.....	40
<b>SECTION D: WORKING CONDITIONS .....</b>		<b>41</b>
ARTICLE D.1:	CLASS SIZE AND TEACHER WORKLOAD .....	41
ARTICLE D.2:	CLASS COMPOSITION AND INCLUSION .....	41
ARTICLE D.3:	NON-ENROLLING STAFFING RATIOS.....	43
ARTICLE D.4:	PREPARATION TIME .....	43
ARTICLE D.5:	MIDDLE SCHOOLS .....	43
ARTICLE D.6:	ALTERNATE SCHOOL CALENDAR .....	44
ARTICLE D.20:	HOME EDUCATION.....	45
ARTICLE D.21:	THE SCHOOL CALENDAR.....	45
ARTICLE D.22:	DURATION OF SCHOOL DAY .....	46
ARTICLE D.23:	HOURS OF WORK/PREPARATION TIME.....	46
ARTICLE D.24:	REGULAR WORK YEAR FOR TEACHERS .....	47
ARTICLE D.25:	SUPERVISION DUTIES (NOON HOUR) .....	47
ARTICLE D.26:	EXTRA-CURRICULAR ACTIVITIES.....	47
ARTICLE D.27:	AVAILABILITY OF TEACHERS TEACHING ON CALL .....	47
ARTICLE D.28:	STAFF MEETINGS.....	48
ARTICLE D.29:	TECHNOLOGICAL CHANGE .....	48
ARTICLE D.30:	HEALTH AND SAFETY .....	49
<b>SECTION E: PERSONNEL PRACTICES .....</b>		<b>50</b>
ARTICLE E.1:	NON-SEXIST ENVIRONMENT .....	50
ARTICLE E.2:	HARASSMENT/SEXUAL HARASSMENT .....	50
ARTICLE E.20:	APPOINTMENTS .....	54
ARTICLE E.21:	TEMPORARY APPOINTMENTS.....	55
ARTICLE E.22:	APPOINTMENT REVIEW .....	56
ARTICLE E.23:	TRANSFERS.....	56
ARTICLE E.24:	TRANSFERS RESULTING FROM STAFF REDUCTIONS.....	58
ARTICLE E.25:	ASSIGNMENT IN SCHOOL .....	58
ARTICLE E.26:	EVALUATION OF TEACHING .....	58
ARTICLE E.27:	NO DISCRIMINATION .....	60
ARTICLE E.28:	FALSELY ACCUSED EMPLOYEE ASSISTANCE.....	60
ARTICLE E.29:	PERSONNEL FILES .....	60
ARTICLE E.30:	SCHOOL ACT APPEALS .....	61
ARTICLE E.31:	PERSONNEL PRACTICES AND DUE PROCESS .....	61
ARTICLE E.32:	WORKING RELATIONS COMMITTEE .....	61
ARTICLE E.33:	EDUCATION ASSISTANTS AND YOUTH AND CHILD CARE WORKERS.....	62

ARTICLE E.34:	BEGINNING TEACHERS .....	62
ARTICLE E.35:	TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS.....	62
<b>SECTION F: PROFESSIONAL RIGHTS .....</b>		<b>63</b>
ARTICLE F.1	PROFESSIONAL DEVELOPMENT FUNDING .....	63
ARTICLE F.20:	PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL.....	63
ARTICLE F.21:	NON-INSTRUCTIONAL DAYS.....	64
ARTICLE F.22:	CURRICULUM IMPLEMENTATION .....	64
ARTICLE F.23:	PROFESSIONAL AUTONOMY .....	65
ARTICLE F.24:	WOMEN’S STUDIES .....	65
ARTICLE F.25:	FIRST NATIONS CURRICULUM .....	65
<b>SECTION G: LEAVES OF ABSENCE .....</b>		<b>66</b>
ARTICLE G.1	PORTABILITY OF SICK LEAVE.....	66
ARTICLE G.2:	COMPASSIONATE CARE LEAVE.....	66
ARTICLE G.3:	EMPLOYMENT STANDARDS ACT LEAVES .....	67
ARTICLE G.4:	BEREAVEMENT LEAVE .....	68
ARTICLE G.5:	UNPAID DISCRETIONARY LEAVE .....	69
ARTICLE G.6:	LEAVE FOR UNION BUSINESS .....	69
ARTICLE G.7:	TTOCs CONDUCTING UNION BUSINESS.....	69
ARTICLE G.8:	TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM .....	70
ARTICLE G.9:	TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE .....	70
ARTICLE G.10:	TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES .....	70
ARTICLE G.11:	CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES .....	71
ARTICLE G.12:	MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS .....	71
ARTICLE G.20:	SICK LEAVE .....	72
ARTICLE G.21:	MATERNITY LEAVE .....	72
ARTICLE G.22:	SHORT TERM, PATERNITY, ADOPTION AND LEGAL GUARDIANSHIP, PARENTHOOD, AND CARE OF DEPENDENT LEAVES .....	74
ARTICLE G.23:	JURY DUTY OR SUBPOENA .....	76
ARTICLE G.24:	EDUCATIONAL LEAVE .....	76
ARTICLE G.25:	BEREAVEMENT AND CRITICAL ILLNESS LEAVE.....	77
ARTICLE G.26:	DISCRETIONARY LEAVE .....	77
ARTICLE G.27:	ELECTED OFFICE AND COMMUNITY SERVICE .....	78
ARTICLE G.28:	DEFERRED SALARY LEAVE (ALSO KNOWN AS THE SELF-FUNDED LEAVE PLAN) .....	78
ARTICLE G.29:	PERSONAL LEAVE WITHOUT PAY .....	82
<b>SECTION H: DEFINITION OF TERMS AND LETTERS OF UNDERSTANDING .....</b>		<b>83</b>
ARTICLE H.1:	DEFINITIONS OF TERMS .....	83
<b>LOCAL LETTERS OF UNDERSTANDING .....</b>		<b>84</b>
LOCAL LETTER OF UNDERSTANDING NO. 1A: DEFERRED SALARY LEAVE PLAN .....		84
LOCAL LETTER OF UNDERSTANDING NO. 1B: DEFERRED SALARY LEAVE PLAN.....		85
LOCAL LETTER OF UNDERSTANDING NO. 1C: DEFERRED SALARY LEAVE PLAN.....		95
<b>PROVINCIAL LETTERS OF UNDERSTANDING/INTENT.....</b>		<b>99</b>
LETTER OF UNDERSTANDING No. 1.....		99
<i>Re: Designation of Provincial and Local Matters .....</i>		<i>99</i>
<i>Appendix 1 – Provincial Matters.....</i>		<i>100</i>
<i>Appendix 2 – Local Matters .....</i>		<i><b>Error! Bookmark not defined.</b></i>

LETTER OF UNDERSTANDING No. 2.....	110
<i>Re: Agreed Understanding of the Term Teacher Teaching on Call</i> .....	110
LETTER OF UNDERSTANDING No. 3.A.....	111
<i>Re: Section 4 of Bill 27 Education Services Collective Agreement Act</i> .....	111
LETTER OF UNDERSTANDING No. 3.B.....	112
<i>Re: Section 27.4 Education Services Collective Agreement Act</i> .....	112
LETTER OF UNDERSTANDING No. 4.....	113
<i>Re: Employment Equity – Indigenous Peoples</i> .....	113
LETTER OF UNDERSTANDING No. 5.....	114
<i>Re: Teacher Supply and Demand Initiatives</i> .....	114
LETTER OF UNDERSTANDING No. 6.....	118
<i>Re: Article C.2 – Porting of Seniority – Separate Seniority Lists</i> .....	118
LETTER OF UNDERSTANDING No. 7.....	120
<i>Re: Article C.2 – Porting of Seniority &amp; Article G.1 Portability of Sick Leave – Simultaneously Holding Part-Time Appointments in Two Different Districts</i> .....	120
LETTER OF UNDERSTANDING No. 8.....	122
<i>Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List</i> .....	122
LETTER OF UNDERSTANDING No. 9.....	124
<i>Re: Provincial Extended Health Benefit Plan</i> .....	124
Appendix A to Letter of Understanding No. 9.....	126
LETTER OF UNDERSTANDING No. 10.....	128
<i>Re: Recruitment and Retention for Teachers at Beaverdell and Big White Elementary Schools</i> .....	128
LETTER OF UNDERSTANDING NO. 11 .....	129
<i>Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District</i> .....	129
TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM A .....	131
<i>Re: August 31<sup>st</sup> transfers for TTOC experience accrued up to and including June 30<sup>th</sup></i> .....	131
TEACHER NOTICE: LOU 11 - TTOC EXPERIENCE TRANSFER REQUEST - FORM B .....	132
<i>Re: December 31<sup>st</sup> transfers for TTOC experience accrued up to and including November 15<sup>th</sup></i> .....	132
LETTER OF UNDERSTANDING NO. 12 .....	133
<i>Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language</i> .....	133
LETTER OF UNDERSTANDING NO. 13 .....	140
<i>Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation</i> .....	140
LETTER OF UNDERSTANDING NO. 14 .....	141
<i>Re: Cultural Leave for Aboriginal Employees</i> .....	141
LETTER OF UNDERSTANDING NO. 15 .....	142
<i>Re: Structural Review Committees</i> .....	142
1. <i>Tri-partite sub-committee to review the split-of-issues</i> .....	142
2. <i>Review of local bargaining trial procedure</i> .....	142
LETTER OF UNDERSTANDING NO. 16 .....	143
<i>Re: Benefits Improvements</i> .....	143
LETTER OF UNDERSTANDING NO. 17 .....	144
<i>Re: Employment Equity – Groups That Face Disadvantage</i> .....	144
INDEX .....	145

## 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, 2019, to June 30, 2022, 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, 2022, to June 30, 2025. 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, 2025, the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
- A.1.3 All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified-in accordance with this Collective Agreement.
- A.1.4.
- a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
  - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
  - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- A.1.5.
- a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
  - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
  - c.
    - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).
    - ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

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

- A.2.1 The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
- A.2.2 Pursuant to *PELRA*, the employer in each district [School District 84 (Vancouver Island West), herein referred to as “the Board”] recognizes the local in that district [Vancouver Island West Teachers' Union, herein referred to as “the Union”] as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement.
- A.2.3 The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

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

- A.3.1 All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers' Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.
- A.3.2 Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement. [Not applicable in SD 84]

## **ARTICLE A.4: LOCAL AND BCTF DUES DEDUCTION**

- A.4.1 The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body.
- A.4.2 At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties.
- A.4.3 The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.

- A.4.4 The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
- A.4.5 The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

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

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

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

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

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

##### **Steps in Grievance Procedure:**

##### **A.6.2 Step One**

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



#### A.6.3 **Step Two**

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

#### A.6.4 **Step Three**

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

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

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

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

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

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

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

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

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a Provincial Matters Grievance, as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.

- b. The referral to arbitration shall be in writing and should note that it is a Provincial Matters Grievance. The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
  - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a Provincial Matters Grievance that has been referred to arbitration.
  - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
  - iii. Each party shall determine who shall attend the meeting on its behalf.

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

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

**A.6.9 General**

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

**ARTICLE A.7: EXPEDITED ARBITRATION**

**A.7.1 Scope**

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

**A.7.2 Process**

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

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

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

- 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. [Refer to A.30 – Leave for Local Negotiations]

**ARTICLE A.9: LEGISLATIVE CHANGE**

A.9.1 In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.

- A.9.2 a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
- b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.

A.9.3 If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).

A.9.4 The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

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

A.10.1 Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.

A.10.2 Upon written request to the superintendent or designate from the Ministry of Education, a Teacher Teaching on Call (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the Collective Agreement.

A.10.3 Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

**Local Language:**

**ARTICLE A.20: PRESIDENT’S RELEASE**

A.20.1 The Board hereby agrees to release the President of the Union from teaching duties for up to 1.0 FTE or 100% time.

- A.20.2 The Board will continue to pay the President their salary and to provide benefits as specified in the agreement. The Union will reimburse the Board for such salary and benefit costs upon receipt of a monthly statement.
- A.20.3 For purposes of pension, experience, sick leave and seniority, the President shall be deemed to be in the full employ of the Board. The President shall inform the Board of the number of days or partial days, if any that they were absent from presidential duties due to illness. Such days or part days shall be deducted from the President's accumulated sick leave credits.
- A.20.4 The teacher returning to full teaching duties from a term or terms as President shall be assigned to the position held prior to the release or to another position which is acceptable to the teacher.
- A.20.5 In the event the President is unable to fulfill the presidential duties, the Board shall provide a teacher teaching on call to permit another Union member to assume the duties of the President. Provisions of Articles A.20.1, 20.2, 20.3, and 20.4 shall also apply. Not more than one teacher will be on leave under Article A.20 at any one time.

#### **ARTICLE A.21: LEAVE FOR UNION MEMBER**

- A.21.1 Any Union member who holds an executive position in the Union or the BC Teachers' Federation or who is serving on a committee or task force of the Union or the BC Teachers' Federation shall be entitled to leaves of absence from teaching duties in order to carry out the business of the Union or of the BC Teachers' Federation.
- A.21.2 Local staff representatives shall be granted a leave of absence to carry out Union business, subject to the approval of the Superintendent. Such approval shall not be unreasonably withheld.
- A.21.3 Leave of absence with pay shall be granted, subject to the payment by the Union or the BC Teachers' Federation, of the full cost of the teacher teaching on call.
- A.21.4 If a Union member is elected or appointed to a full-time position with the BC Teachers' Federation, leave of absence without pay shall be granted for the duration of that member's office or appointment.
- A.21.5 Union members returning from such offices or appointments must inform the Board by May 31 for the following September, and shall be assigned to a position similar to the one they left or one that is mutually acceptable.
- A.21.6 It is agreed that leaves of absence granted for collective bargaining purposes or to attend to grievance matters shall not be included in the total number of days of leave of absence in this Article.
- A.21.7 The number of employees granted leave at the same time pursuant to this Article shall not exceed a number that will unduly disrupt the program of the school(s) concerned.
- A.21.8 Leave granted under parts A.21.1 and A.21.2 of this clause shall not exceed 75 days in total, exclusive of leave for the Union President.

## **ARTICLE A.22: LOCAL UNION STAFF REPRESENTATIVES**

- A.22.1 Local Union school staff representatives elected in accordance with local Union procedures:
- a. shall be permitted to convene Union meetings in the school to conduct Union business on the condition that there be no disruption to classes nor other instructional or school activities;
  - b. shall, whenever possible, conduct investigation of grievances, and participate in grievance meetings outside normal instructional hours. In emergent cases, where such investigation or grievance meetings cannot be conducted outside normal instruction hours, the school staff representative shall be relieved of instructional duties and shall not suffer any loss of pay;
  - c. shall be granted leave of absence, subject to Union leave provisions, to attend an arbitration hearing, pursuant to Article A.21.2 and A.21.3 of this Agreement.
- A.22.2 The provisions of A.22.1.b shall apply to a designated member of the Union at any one time.
- A.22.3 The provisions of A.22.1.b shall apply to a member of the executive of the Union.
- A.22.4 A teacher shall have the right to be accompanied by a representative who is a member of the Union at any meeting which includes that teacher and a school based administrator or that teacher's immediate supervisor if:
- a. the meeting is discipline related; or,
  - b. the teacher or the administrator has reasonable cause to believe a member of the Union should be present.
- A.22.5 In the event that a meeting as referred to above takes place during instructional time the teacher and representative(s) will be relieved of instructional duties with no loss of pay.

## **ARTICLE A.23: SCHOOL STAFF COMMITTEES**

- A.23.1 Teachers assigned to each staff may form a staff committee.
- A.23.2 The size and membership of the staff committee shall be determined by the staff. In smaller schools, the staff may decide to act as a committee of the whole.
- A.23.3 The committee will have access to public information concerning its school budget and monthly expenditure statements and information on which school level decisions may be based.
- A.23.4 The committee may make recommendations to the staff and to the Principal on any area of concern.
- A.23.5 If the Principal does not implement a recommendation of the staff committee, it may forward a copy of the recommendation to the Superintendent.
- A.23.6 The functioning of the committee shall not contravene the authority and responsibility of the Principal as set out in the *School Act, R.S.B.C. 1996, c.412 with amendments* and Regulations.

A.23.7 The whole staff shall be informed by the school administration of any activity requiring staff consultation pursuant to the Collective Agreement or Board policy.

**ARTICLE A.24: ACCESS TO FACILITIES**

A.24.1 The Union shall have the right to use school facilities and equipment, for meetings and other Union activities. Any direct costs for use of District equipment and supplies including paper, fax machine and telephone calls shall be paid by the Union.

**ARTICLE A.25: BULLETIN BOARD**

A.25.1 The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards. These bulletin boards shall be provided in each staffroom in each school building.

**ARTICLE A.26: INTERNAL MAIL**

A.26.1 The Union shall have access to the District mail service and employee mail boxes, free of charge, for communication purposes.

**ARTICLE A.27: ACCESS TO DISTRICT INFORMATION**

A.27.1 The Board, upon request by the Union, agrees to provide to the Union:

- a. Audited Annual Financial Reports and Annual School District Budgets;
- b. agendas and minutes of public Board meetings and relevant attachments;
- c. upon the provision of an employee release form by the Union, a list of Union members reflecting names, addresses and phone numbers;
- d. notification of all Union job postings, transfers, hirings, resignations, and suspensions.

**ARTICLE A.28: PICKET LINE PROTECTION**

A.28.1 All teachers shall have the right to refuse to cross or work behind a picket line established by School District employees. Any teacher failing to report for duty for this reason shall be considered absent without pay. No disciplinary action shall be taken by the Board.

A.28.2 The Board shall not request, require nor direct teachers to do work or carry out duties normally performed by employees engaged in a legal strike, or locked out, nor shall teachers request, require, or direct pupils to carry out such duties.

A.28.3 Teachers shall not be required to work with persons who attempt to perform any of the duties which would normally be performed by employees on legal strike or lockout. Any teacher failing to report for duty for this reason shall be considered to be absent without pay. No disciplinary action shall be taken by the Board.



A.28.4 In the event of a labour dispute which prevents a teacher from reporting for duty, the teacher shall immediately contact the Principal or the Superintendent.

**ARTICLE A.29: COPY OF AGREEMENT**

A.29.1 The employer shall provide every member with a printed copy of this agreement within a reasonable time.

**ARTICLE A.30: EXCLUSIONS FROM THE BARGAINING UNIT**

A.30.1 Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.

A.30.2 The Board shall notify the Union of all new teaching positions offered in the District and submit to the local Union offices a written job description of the new position(s).

A.30.3 Newly created teaching positions shall be included in the bargaining unit unless the position is excluded by mutual agreement.

**ARTICLE A.31: LEAVE FOR LOCAL NEGOTIATIONS**

A.31.1 Release time with pay up to a maximum of four (4) days at the regular rate of pay will be provided for up to three (3) of the five (5) members of the Union bargaining committee to conduct contract negotiations. Such leave with pay will apply on alternate days of bargaining and unpaid leave to attend bargaining will apply on all other bargaining dates.

**ARTICLE A.32: CONTRACTING OUT**

A.32.1 The Board agrees that there shall be no contracting out of any duties and responsibilities of the type and kind normally performed by members of the Union.

## 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, 2022
  - i. \$427 to each step of the salary grid; and
  - ii. 3.24%
- b. Effective July 1, 2023
  - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2022 (Cost of Living Adjustment) to a minimum of 5.5% and a maximum of 6.75%, calculated as per B.1.9
- c. Effective July 1, 2024
  - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2023 (Cost of Living Adjustment) to a minimum of 2.0% and a maximum of 3.0%, calculated as per B.1.9

B.1.2. Where collective bargaining is concluded after June 30, 2022, retroactivity of general wage increases will be applied as follows:

- a. Teachers employed on the date of ratification and who were employed on July 1, 2022 shall receive retroactive payment of wages to July 1, 2022.
- b. Teachers hired after July 1, 2022 and who were employed on the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification.
- c. Teachers who retired between July 1, 2022 and the date of ratification, shall have their retroactive pay pro-rated from July 1, 2022 to their date of retirement.

B.1.3. The following allowances shall be adjusted in accordance with the percentage increases in B.1.1 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 percentage increases in B.1.1 above:

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

- B.1.5. Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.
- B.1.6. Effective July 1, 2023, the local salary grids are amended to provide a 0.3% increase to the top step of the salary grid.
- B.1.7. Effective July 1, 2024, the local salary grids are amended to provide a 0.11% increase to the top step of the salary grid.
- B.1.8. 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.
- B.1.9. **2023 and 2024 Cost of Living Adjustments (COLA)**  
The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in B.1.1 means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12 months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

#### Local Provisions

- B.1.10 No teacher presently employed by the Board shall suffer a reduction of salary because of the implementation of this agreement.
- B.1.11 The Board shall pay a mid-month advance of 40% of estimated net monthly salary on the 15th day of each school month, with payment to occur on the previous working day if the 15th is a weekend or holiday. The Board shall pay the balance of net monthly salary owing on the last working day of each school month. Salary shall be paid by direct deposit to the financial institution of the teacher's choice.
- B.1.12 An employee shall be paid one tenth (1/10) of current annual salary in respect of each month (September to June) in which the teacher works all prescribed school days that month.
- B.1.13 In the event that a teacher commences work on a day other than the first prescribed school day in the month or terminates on a day other than the last prescribed school day in that month, the formula for that month shall be the greater of the following amounts:
- a. 1/195 of the regular annual salary for each day taught;

b. full regular monthly salary less 1/195 of the annual salary for each day not taught.

B.1.14 The rate of deduction for a day without pay shall be the daily rate (1/195) of the current annual salary of the teacher.

B.1.15 The per annum Salary Scale during the term of this agreement shall be:

B.1.16 Teacher Salary Grids

a. July 1, 2022 – June 30, 2023:

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 55,922	\$ 61,260	\$ 64,569	\$ 65,733
2	\$ 58,518	\$ 64,130	\$ 67,756	\$ 69,030
3	\$ 61,113	\$ 67,002	\$ 70,942	\$ 72,327
4	\$ 63,708	\$ 69,873	\$ 74,129	\$ 75,624
5	\$ 66,305	\$ 72,743	\$ 77,316	\$ 78,924
6	\$ 68,900	\$ 75,614	\$ 80,503	\$ 82,221
7	\$ 71,496	\$ 78,484	\$ 83,690	\$ 85,519
8	\$ 74,092	\$ 81,356	\$ 86,876	\$ 88,817
9	\$ 79,744	\$ 84,226	\$ 90,063	\$ 92,116
10	-	\$ 90,571	\$ 96,971	\$ 99,222

*In addition to salary, each teacher in SD84 receives a Recruitment and Retention Allowance of \$2,761 per year, pro-rated, pursuant to Letter of Understanding No.5.*

b. July 1, 2023 – June 30, 2024

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 59,697	\$ 65,395	\$ 68,928	\$ 70,170
2	\$ 62,468	\$ 68,458	\$ 72,330	\$ 73,690
3	\$ 65,238	\$ 71,524	\$ 75,731	\$ 77,209
4	\$ 68,009	\$ 74,589	\$ 79,133	\$ 80,729
5	\$ 70,780	\$ 77,653	\$ 82,535	\$ 84,251
6	\$ 73,551	\$ 80,718	\$ 85,937	\$ 87,771
7	\$ 76,322	\$ 83,782	\$ 89,340	\$ 91,291
8	\$ 79,093	\$ 86,848	\$ 92,741	\$ 94,813
9	\$ 85,366	\$ 89,912	\$ 96,143	\$ 98,334
10	-	\$ 96,957	\$ 103,808	\$ 106,217

*In addition to salary, each teacher in SD84 receives a Recruitment and Retention Allowance of \$2,947 per year, pro-rated, pursuant to Letter of Understanding No.5.*

c. July 1, 2024 – June 30, 2025

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 61,488	\$ 67,356	\$ 70,996	\$ 72,275
2	\$ 64,343	\$ 70,512	\$ 74,500	\$ 75,901
3	\$ 67,195	\$ 73,670	\$ 78,003	\$ 79,525
4	\$ 70,049	\$ 76,827	\$ 81,507	\$ 83,151
5	\$ 72,904	\$ 79,983	\$ 85,011	\$ 86,779
6	\$ 75,758	\$ 83,139	\$ 88,516	\$ 90,404
7	\$ 78,611	\$ 86,295	\$ 92,020	\$ 94,030
8	\$ 81,466	\$ 89,453	\$ 95,523	\$ 97,657
9	\$ 88,020	\$ 92,609	\$ 99,027	\$ 101,284
10	-	\$ 99,972	\$ 107,036	\$ 109,520

In addition to salary, each teacher in SD84 receives a Recruitment and Retention Allowance of \$3,035 per year, pro-rated, pursuant to Letter of Understanding No.5.

**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. 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.2.4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
- B.2.5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
- B.2.6. Rate of Pay:  
An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

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

**[Not applicable in SD84.]**

#### **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. [Not applicable in SD84 (Vancouver Island West)]
- 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 SD 84.]**

*Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement. Local provisions are superior to Provincial language; therefore, local will apply. See B.7.3 below.*

##### Local Provisions

##### **B.7.3 Personal Professional Materials**

The Board shall reimburse a teacher for the loss by theft, fire, water damage or malicious damage to personal professional materials stored on Board property, providing the Principal was informed in writing of the intended use of the materials. Such reimbursement shall be the least of the deductible for the teacher's insurance coverage or the actual cost of repairs.

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

- B.8.1 Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
- B.8.2 A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
- B.8.3 An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30<sup>th</sup>. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
- B.8.4 An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
- B.8.5 Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer. [Note: See clause B.1.8.]
- 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**

[PCA B.9.1 through B.9.3 is not applicable in SD 84. See Clause B.1.6.]

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

- B.10.1 An employee who is required by their employer to use their private vehicle for school district related purposes shall receive reimbursement of:

<b>Effective July 1, 2022</b>	\$0.60/kilometre
<b>Effective July 1, 2023</b>	\$0.64/kilometre
<b>Effective July 1, 2024</b>	\$0.66/kilometre



- B.10.2 The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre 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.

[PCA B.10.4 is not applicable in SD 84.]

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

## **ARTICLE B.11: BENEFITS**

- 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 percent (100%) of the premium costs.
- B.11.4 The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

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

### Local Provisions:

- B.11.5 The Board will continue its current practice of providing applicable employment information and any necessary forms for enrolment into current employee benefit plans.

### **B.11.6 Medical Services**

- a. The Board shall pay 100% of the cost of the Medical Services Plan of British Columbia for each teacher participating in the plan.
- b. The Board shall pay 100% of the cost of an extended health benefit for each teacher participating in the plan. The extended health care plan will provide equal or superior coverage to the C. U. & C. extended health care plan in effect as of April 13, 1993. Effective May 1, 1993 the extended health care plan shall include coverage for the purchase of eyeglasses and contact lens once every two (2) years to a maximum of one hundred dollars (\$100.00) per eligible family member.

The Board may propose to change carriers of the Extended Health Care and Dental Plan carriers subject to the following:

- i. Coverage in the new plan must be equal to or greater than existing coverage.
- ii. The Union must agree to the change (after a review of all relevant documents).

- iii. The parties will discuss improving coverage if a switch in carriers would result in a substantial cost saving.
- c. The Board shall pay 100% of the cost of the Medical Services Union Dental Plan or a plan that provides equal or superior coverage as follows:
  - Plan "A" Basic Services - 80% payment of claims;
  - Plan "B" Prosthetic Appliances and Crown and Bridge Procedures - 50% payment of claims;
  - Plan "C" Orthodontics - 50% payment of procedures and appliances to a lifetime maximum of \$1500 per eligible family member.

#### **B.11.7 Group Life Insurance**

- a. The Board shall pay 75% of the cost of the BCTF/BCSTA Group Life Insurance Plan "B" for each teacher participating in the Plan.
- b. A teacher's share of premiums payable under this policy, shall be deemed by the employer to be applied to the premium for insurance in excess of \$25,000 and the balance, if any, of the employee's premium shall be deemed by the employer to be applied to the first \$25,000 of their insurance.

#### **B.11.8 Salary Indemnity Plan: Short and Long Term**

The teacher will participate in the BCTF Short and Long Term Salary Indemnity Plan with the teacher contributing 100% of the premium. The Board will deduct the premiums for teachers participating in this plan.

#### **B.11.9 Voluntary Group Life Insurance**

The Board will administer the BCTF Optional Term Life Insurance Plan and deduct monthly premiums from the salary of those teachers participating in the plan.

#### **B.11.10 Death Benefits**

The Board shall continue to provide the medical, extended health and dental benefits to the dependents on the death of the teacher for one year. The dependents shall be notified in writing of the terms of this provision.

### **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 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.14: EXPERIENCE RECOGNITION**

B.14.1 Effective July 1, 2022 employees who have worked as a teacher (or in a BCTF bargaining unit equivalent position) in British Columbia while employed by:

- a. a First Nation, as defined in section 1 of the *School Act*, that is operating a school;
- b. a Community Education Authority, as established by one or more participating First Nations under the *First Nations Jurisdiction over Education in British Columbia Act* (Canada), that is operating a school; or
- c. a treaty First Nation that is operating a school under the treaty First Nation's laws;

shall receive credit for their work experience for the purposes of placement on the salary scale.

[See Article B.20 (Placement on Scale), for further provisions.]

**Local Language:**

**ARTICLE B.20: PLACEMENT ON SCALE**

**B.20.1 Initial Placement**

- a. A teacher's placement for salary purposes shall be as determined by the Teacher Qualification Service and number of years of teaching or equivalent service in accordance with this Article.
- b. It shall be the responsibility of the individual teacher to provide documentation as requested by the Board to prove certification and experience.
- c. Salary adjustment in respect of salary status claimed in writing before March 1st and proved before the succeeding May 1st shall take effect from the preceding January 1st.
- d. Salary adjustment in respect of salary status claimed in writing before November 1st and proved before the succeeding January 1st shall take effect from the preceding September 1st.

**B.20.2 Experience**

- a. One year of teaching experience equals a minimum of 160 prescribed days.
- b. One month of teaching experience equals 20 prescribed days.
- c. One prescribed day of experience or any portion of a day is defined upon appointment, with credit given proportionate to the percentage of time employed.
- d. Experience in B.C. Public Schools (K-12) is accumulated at the rate which is consistent with the terms of each appointment
  - i. With full-time, full-year service, 160 or more continuous prescribed days taught in one school year or calendar year constitutes one year of teaching service.
  - ii. With full-time, partial-year service of up to three periods of 40 or more continuous prescribed days taught in four years or less, which equal 160 or more prescribed days taught, constitutes one year of teaching experience.
  - iii. With part-time, full-year service, the equivalent of 160 prescribed days taught, accumulated within a period of four years or less, constitutes one year of teaching experience.
  - iv. With any combination of full-time, partial-year and part-time, full-year service described above, accumulated in four years or less, which equals 160 or more prescribed days taught, constitutes one year of teaching experience.
- e. Other teaching or equivalent experience shall be translated into equivalent periods of employment in British Columbia public schools. Teachers fluent in English who prior to gaining teaching experience obtained qualifications which are recognized by the Ministry of Education and/or the Teacher Qualification Service as being equivalent to comparable British Columbia qualifications shall receive full recognition for teaching experience in:

- i. British Columbia provincial government schools or provincial institutions;
  - ii. Other public education systems in Canada, the British Commonwealth, Ireland and the United States;
  - iii. The British Columbia Ministry of Education including educational administrative service;
  - iv. A faculty of education recognized by the Ministry of Education of British Columbia for certification purposes.
- f. Teaching experience not dealt with above will be recognized by the Board on the recommendation of the Superintendent.
  - g. For teachers teaching on call, initial placement on scale is in accordance with B.20.2.a – B.20.2.f. Effective September 19, 2014 experience credit and increments are accrued in accordance with Article C.4 Teachers Teaching on Call Employment.

### **B.20.3 Increment Dates**

The increment date shall be the first of the month following the month in which applicable experience accumulation is achieved.

## **ARTICLE B.21: PART-TIME TEACHERS' PAY AND BENEFITS**

### **B.21.1 Salary**

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

### **B.21.2 Benefits**

Part-time teachers in excess of 0.4 FTE shall be eligible to participate in all benefit plans.

### **B.21.3 Sick Leave**

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

## **ARTICLE B.22: POSITIONS OF SPECIAL RESPONSIBILITY**

B.22.1 In the event of the creation of a new position of special responsibility, eligible for Union membership but not covered by the agreement, the Board shall submit a description of the new position to the Working Relations Committee for discussion and review. The Working Relations Committee may recommend what, if any, allowance over and above salary, as determined by Article B.20 might be paid before the position is filled.

### **B.22.2 Teacher in Charge**

- a. In each school the Board shall select from among applicants for the position of Teacher in Charge.

- b. When acting as Teacher in Charge, the teacher shall be relieved of regular teaching duties if the Principal deems it necessary.
- c. When acting as Teacher in Charge, the teacher shall receive an additional allowance as follows:

	<u>Kyuquot and Zeballos</u>	<u>Gold River and Tahsis</u>
Effective July 1, 2022	\$ 34.49	\$ 48.29
Effective July 1, 2023	\$ 36.82	\$ 51.54
Effective July 1, 2024	\$ 37.93	\$ 53.09

- d. While acting as Teacher in Charge, the teacher is covered by all the terms and conditions of this agreement.

**ARTICLE B.23: ALLOWANCES**

**B.23.1 Mileage Allowance**

Teachers who are required to use their personal vehicles in order to carry out Board business shall be reimbursed as per Provincial Article B.10.

**B.23.2 Isolation Allowance**

Teachers working outside Gold River shall receive a per annum isolation allowance as follows:

	<u>Kyuquot</u>	<u>Tahsis and Zeballos</u>
Effective July 1, 2022	\$ 3,225.28	\$ 1,731.31
Effective July 1, 2023	\$ 3,442.99	\$ 1,848.18
Effective July 1, 2024	\$ 3,546.28	\$ 1,903.62

This allowance will be paid in monthly installments as part of the regular payroll.

**B.23.3 Moving and Relocation Allowance**

- a. Upon presentation of proof of payment, the Board will pay 100% of the cost of moving personal and household effects and travelling to new locations for teachers and their families (meals, lodging, mileage at established rates, and fares), for Board initiated transfers from one community to another.
- b. Upon presentation of proof of payment, the Board will pay 60% of the cost, up to the maximum amounts listed, of moving personal and household effects and travelling to new locations for teachers and their families (meals, lodging, mileage at established rates, and fares), for teachers accepting their first appointment in the District:

Maximum Amount of Moving Allowance

Effective July 1, 2022	\$675.81
Effective July 1, 2023	\$721.43
Effective July 1, 2024	\$743.07

- c. Upon presentation of proof of payment, the Board will pay 100% of the cost of moving personal and household effects to and from Gold River and their assigned school for teachers terminated pursuant to Article C.20.2 and exercising their rights under Article C.20.3.
- d. Notwithstanding the provisions contained above, the Board will pay 60% of the cost, to the maximum amounts listed, of moving personal and household effects and traveling to new locations for teachers and their families (meals, lodging, mileage at established rates, and fares) for teachers accepting their first appointment to Kyuquot. This provision shall also apply to employees moving from a permanent personal residence outside BC.

Maximum Amount of Moving Allowance

Effective July 1, 2022	\$1,013.67
Effective July 1, 2023	\$1,082.10
Effective July 1, 2024	\$1,114.56

**ARTICLE B.24: RENTAL ACCOMMODATION**

The Board will assist teachers new to Gold River to locate housing and will guarantee the availability of rental accommodation to all teachers outside of Gold River.

## **SECTION C: EMPLOYMENT RIGHTS**

### **ARTICLE C.1: RESIGNATION**

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

### **ARTICLE C.2: SENIORITY**

- C.2.1 Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
- C.2.2 Porting Seniority
- a. 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 B.C.
  - 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 one hundred and twenty (120) days of receiving a continuing appointment in the new school district.
    - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
- C.2.3 Teacher Teaching on Call (TTOC)
- a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.
  - b. For the purpose of calculating seniority credit:
    - i. Service as a TTOC shall be credited:
      - 1. one half (1/2) day for up to one half (1/2) day worked;
      - 2. one (1) day for greater than one half (1/2) day worked up to one (1) day worked.
    - ii. Nineteen (19) days worked shall be equivalent to one (1) month;



- iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
  - c. Seniority accumulated pursuant to Article C.2.3.a and C.2.3.b, shall be included as aggregate service with the employer when a determination is made in accordance with Article C.2.1.
- C.2.4 An employee on a temporary or term contract shall accumulate seniority for all days of service on a temporary or term contract.
- C.2.5 No employee shall accumulate more than one (1) year of seniority credit in any school year.

Local Provisions:

**C.2.7 Principle of Seniority**

The Board and the Union agree that increased length of service in the employment of the Board entitles employees on continuing appointments, who have the necessary qualifications as defined in this Article, to commensurate increase in security of teaching employment.

**C.2.8 Definition of Seniority**

- a. In this Article, “seniority” means an employee’s aggregate length of service in the employment of the Board, inclusive of:
  - i. Part-time teaching. For the purpose of calculating length of service, part-time teaching, if continuing appointment, shall be credited on a pro-rated basis;
  - ii. Maternity leave (maximum of 24 weeks for each pregnancy);
  - iii. Educational leave, with credit documentation;
  - iv. Leave for duties with the Union and the British Columbia Teachers’ Federation;
  - v. Secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
  - vi. Long-term sick leave;
  - vii. Leave for teaching with the Department of National Defense or Canadian Universities Service Overseas;
  - viii. Leave for elected office at the provincial, federal or municipal level;
  - ix. Temporary teaching appointment time;
  - x. Continuing teacher on layoff employed in a temporary position;
  - xi. Compassionate Care Leave pursuant to Article G.2.
- b. In addition to the provisions of Article C.2.8.a, the seniority of an employee on a continuing contract shall include:
  - i. seniority accumulated pursuant to Article C.2.3 and C.2.4; and

- ii. seniority ported in accordance with Article C.2.2 provided that in no case, shall an employee be credited with more than one year of seniority for any calendar year.
- c. When the seniority of two or more employees is equal pursuant to Article C.2.8.a and C.2.8.b, the employee with the longest period of teaching time with the Board shall be deemed to have the greatest seniority.
- d. When the seniority of two or more employees is equal pursuant to Article C.2.8.c, the employee with the greatest aggregate length of service as a continuing appointment employee with a British Columbia school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- e. When the seniority of two or more employees is equal pursuant to Article C.2.8.d, the employee with the greatest aggregate length of service as a continuing appointment employee with any other Canadian school authority recognized for salary experience purposes in this agreement shall be deemed to have the greatest seniority, and finally, any other school authority should be considered pursuant to Article C.2.8.d.
- f. When the seniority of two or more employees is equal pursuant to Article C.2.8.e, the employee with the earliest appointment date to School District 84 shall be deemed to have the greatest seniority.
- g. For the purposes of this Article, continuity of service shall be deemed not to have been broken by an approved leave of absence.
- h. An employee whose job is terminated pursuant to this Article then subsequently re-engaged pursuant to Article C.2.8.f, shall retain previously accumulated seniority unless severance pay is accepted.
- i. Where either a part-time continuing teacher or a continuing employee re-engaged pursuant to Article C.2.8.f accepts a temporary assignment, the temporary service will count towards seniority pursuant to this section.

#### **C.2.9 Seniority List**

The Board shall maintain an active up-to-date seniority list of all employees on a continuing appointment employed by the Board, in order of seniority, calculated according to Article C.2.8, setting out the length of seniority as of September 1 of that year. This list shall be forwarded to the Union as soon as possible and at least one week prior to any proposed notification of termination under Article C.20.

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

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

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

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

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

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

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

### **Local Language:**

## **ARTICLE C.20: LAYOFF, RECALL/RE-ENGAGEMENT AND SEVERANCE**

### **C.20.1 Definition of Necessary Qualifications**

- a. In this Article, “necessary qualifications” in respect of a teaching position means the possession of a valid teaching certificate for the Province of British Columbia, and one or more of the following:
  - i. A university teaching major as prescribed by the University of British Columbia, University of Victoria, Simon Fraser University, or its equivalent, directly related to the teaching position; or,
  - ii. A reasonable expectation, based on applicable qualifications, training and experience, that the teacher will be able to perform the duties of the position in a satisfactory manner.
- b. Should any question arise regarding the interpretation, application, or enforcement of this Article, the matter must be submitted in writing to the Superintendent within ten (10) working days.
- c. Any dispute shall, within two (2) working days, be referred to the grievance procedure.

### **C.20.2 Security of Employment Based on Seniority and Qualifications**

- a. When the Board, after consultation with the Union:
  - i. considers that there is insufficient work to maintain current levels of employment, or
  - ii. considers that there are insufficient current operating funds budgeted to maintain current levels of employment, or
  - iii. makes a change in its organizational structure, or
  - iv. discontinues a program, activity or service, or

- v. reduces the level of an activity or service,  
it may reduce the total number of teachers employed by the Board.
- b. The teachers to be retained shall be those who have the greatest seniority, provided that they possess the necessary qualifications of the positions available as defined in Article C.20.1.a.
- c. Any teacher terminated pursuant to this Article cannot exercise seniority provisions against administrators.
- d. The Board shall give each teacher it intends to terminate pursuant to this Article at least thirty (30) days' notice in writing to be effective for a December 31 termination and sixty (60) days' notice in writing for a June 30 termination, and to contain the reason for this termination. A list of the teaching positions, if any, in respect of which the Board proposes to retain a teacher with less seniority will be forwarded to the Union.

### **C.20.3 Teachers' Rights of Re-Engagement**

- a. When a position on the teaching staff of the District becomes available, the Board shall, notwithstanding any other Article of this Agreement, first offer re-engagement to the teacher who has the most seniority among those terminated pursuant to Article C.20.2, provided that the teacher possesses the necessary qualifications for the available position. If that teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been terminated pursuant to this Article.
- b. Where a continuing teacher is re-engaged in a temporary appointment, the continuing teacher will be returned to the recall list at the conclusion of the temporary appointment with full rights and seniority.
- c. A teacher who is offered re-engagement pursuant to Article C.20.3 shall inform the Board whether or not the offer is accepted, within 48 hours, not including weekends.
- d. The Board shall allow ten (10) days from an acceptance of an offer pursuant to Article C.20.3.c, for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer such period shall be thirty (30) days or longer at the discretion of the Board.
- e. A teacher's right to re-engagement under this Article is lost if:
  - i. the teacher elects to receive severance pay pursuant to Article C.20.7;
  - ii. the teacher refuses to accept two different positions of equal or greater percentage of time. A teacher while attending university on a full-time basis or unable to teach due to pregnancy, may reject an employment offer if the commencement date is inappropriate;
  - iii. eighteen (18) months elapses from the date of termination under this Article and the teacher has not been re-engaged.

- f. Wherever possible, upon re-engagement, a teacher shall be entitled to a continuing appointment to the teaching staff of the Board if the teacher held a continuing appointment at the time of termination, or would otherwise be entitled to a continuing contract pursuant to this Article. Acceptance of a temporary position with the Board does not affect a teacher's continuing appointment status.

#### **C.20.4 Re-Engagement List**

- a. The Board shall maintain a re-engagement list. Copies of that list will be sent to the Union at least once during the fall and once during the spring term each year.
- b. It shall be the responsibility of the teacher to notify the Board and the Union of any change of address.

#### **C.20.5 Sick Leave**

A teacher re-engaged pursuant to this Article, shall be entitled to all sick leave credit accumulated at the date of termination unless severance pay is accepted pursuant to Article C.20.7.

#### **C.20.6 Benefits**

The Board will maintain coverage of all eligible benefits for teachers who retain rights of re-engagement pursuant to Article C.20.3 for a period of ninety (90) days after termination. These teachers shall be entitled, if otherwise eligible, to maintain participation in all eligible benefits provided pursuant to Article B.11 of this agreement at their cost subject to the approval of the insurance carrier and provided that the teacher is not otherwise employed.

#### **C.20.7 Severance Pay**

- a. A teacher on a continuing appointment who has one (1) or more years of continuous employment and who is terminated under this Article, may elect to receive severance pay within thirteen (13) months from the date of termination.
- b. Severance pay shall be calculated at the rate of 5% of one (1) year's salary for each year of service as defined in Article B.20.2, to a maximum of one (1) year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of the teacher's termination.
- c. A teacher who receives severance pay pursuant to this Article, and who, notwithstanding Article C.20.3, is subsequently re-hired by the Board, shall retain any payment made under the terms of this Article. The calculation of years of service shall commence with the date of such re-hiring.

### **ARTICLE C.21: DISMISSAL AND DISCIPLINE FOR MISCONDUCT**

C.21.1 The Board shall not discipline or dismiss any person bound by this agreement save for just and reasonable cause.

C.21.2 Where an employee is under investigation by the Board for any cause, the employee and the Union shall be advised in writing of the fact and of the particulars of any allegations at the earliest reasonable time and before any action is taken by the Board, and the employee shall be advised of the right to be accompanied by a representative of the Union at any interview or meeting in conjunction with such investigation or discipline.

- C.21.3 The Board shall neither suspend (other than a suspension to which Section 15 of the *School Act, R.S.B.C. 1996, c.412 with amendments* applies) nor dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board or a committee of the Board (including the Superintendent and/or designate) with the employee entitled to be present, in respect of which:
- a. the employee and the Union shall be given seventy-two (72) hours notice of the hearing and a written statement of the grounds for the contemplated action;
  - b. twenty-four (24) hours prior to the hearing, both parties shall exchange all documents that will be considered at the hearing;
  - c. the Union, on behalf of the teacher, may file a written reply to the allegations prior to the meeting;
  - d. at such meeting the teacher may be accompanied by a representative and/or advocate appointed by the Union who shall be entitled to receive copies of all documents placed before the Board and to ask questions of clarification, procedure and information;
  - e. in the case of suspension, the meeting referred to herein may be waived by mutual agreement.
- C.21.4 Differences respecting dismissal and disciplinary action shall be subject to the grievance procedure in Article A.6 of this agreement.
- C.21.5 Provided the conduct of an employee subsequent to the decision to discipline does not give rise to the need for further discipline, the Board agrees that the statement of the grounds for discipline, and related information, shall be the material relied upon during the arbitration process.
- C.21.6 Where an employee is suspended pursuant to Section 15(5) of the *School Act, R.S.B.C. 1996, c.412 with amendments*, the Board shall, prior to taking further action pursuant to Section 15(7) of the *School Act, R.S.B.C. 1996, c.412 with amendments*, hold a meeting in accordance with this Article unless the right to such a meeting is waived by the Union.
- C.21.7 The Board and the Union recognize that disciplinary and dismissal matters must be treated confidentially.
- C.21.8 The Board shall not release to the media or the public information in respect of discipline or dismissal of a teacher except after first attempting to issue a joint press or information release and failing this either party shall notify the other of the general content of a release.
- C.21.9 Notwithstanding Article A.6 (Grievance Procedure) where an employee has been dismissed, the Union shall have the option of referring a grievance regarding the dismissal directly to arbitration as provided for in that Article.
- C.21.10 At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.12 (Personnel Files) may be presented.

C.21.11 Where an employee has been suspended pursuant to Section 15(4) of the *School Act, R.S.B.C. 1996, c.412 with amendments*, the employee shall be reinstated with full pay for the period of such suspension unless:

- a. on the final disposition of the matter the teacher is convicted of the offense charged; or
- b. just and reasonable cause exists for the taking of disciplinary action in the form of a suspension or dismissal arising from the events that gave rise to the criminal charge(s).

#### **ARTICLE C.22: PROCEDURES WHERE DISMISSAL BASED ON PERFORMANCE**

C.22.1 The Board shall not dismiss a teacher except where the Board has received three reports pursuant to Article E.26 (Evaluation of Teaching) of this agreement indicating that the learning situation in the class or classes of the teacher is less than satisfactory.

C.22.2 The reports referred to in Article C.22.1 shall be prepared in accordance with the process established in Article E.26 (Evaluation of Teaching) of this Agreement, and in accordance with the following conditions:

- a. the reports shall have been issued in a period of not less than twelve (12) or more than twenty-four (24) months;
- b. at least one (1) of the reports shall be a report of a District Superintendent, a Superintendent or an Assistant Superintendent;
- c. one (1) of the other two (2) reports shall be written by the Principal of a school to which the teacher is assigned;
- d. the report writers shall not collaborate in writing any report.

C.22.3 Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.

C.22.4 Where, subsequent to such meeting, the Board decides to dismiss a teacher, it shall issue notice of dismissal at least one (1) month prior to the termination date.

C.22.5 Any grievance arising out of the foregoing provisions may be submitted to a three (3) member arbitration panel by mutual agreement.

#### **ARTICLE C.23: PART-TIME EMPLOYMENT RIGHTS**

Part-time assignments shall only be done in increments of 0.1 FTE, but shall not be less than 0.3 FTE or greater than 0.8 FTE.

#### **ARTICLE C.24: TEMPORARY TEACHERS' EMPLOYMENT RIGHTS**

C.24.1 The Board shall appoint teachers on temporary contracts in accordance with Article E.21 of this agreement.

C.24.2 The Board agrees to provide to the Union no later than October 15 in any school year, a list of teachers hired on temporary contract for the school year.

C.24.3 Teachers who have been employed by the Board on temporary contracts shall be entitled to available continuing contracts as provided in Article E.20 (Appointments).

## **ARTICLE C.25: TEACHERS TEACHING ON CALL**

### **C.25.1 On-Call List**

- a. The Board shall maintain a list of persons who are qualified and who have requested to be placed on the list of teachers teaching on call for the school year. The Board shall forward a copy of such a list upon request to the Union.
- b. Subject to this Section, the Board shall not remove a person from the list of teachers teaching on call, save for just and reasonable cause.

### **C.25.2 Teacher Teaching on Call Hiring**

- a. In appointing teachers teaching on call, the Board shall, pursuant to Section 19 of the *School Act, R.S.B.C. 1996, c.412 with amendments*, appoint teachers teaching on call who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
- b. As soon as the Board reasonably expects a teacher to be absent for more than twenty (20) days (whether at the outset of the absence, or during the course of the absence), or where the teacher has in fact been absent for 20 days, the vacancy shall be posted, and filled by appointment to the teaching staff of the District according to Article E.21 (Temporary Appointments).
- c. Subject to paragraphs 25.2.a and 25.2.b of this Article, the teacher teaching on call initially assigned to a class where the teacher is absent for an indefinite time shall be permitted to continue the assignment until the absent teacher returns, unless specialist skills are necessary due to the nature of the assignment.
- d. When a certified teacher teaching on call is not available, a non-certified person on call will be appointed to an assignment on a day-to-day basis.
- e. Replacement of Non-Certified Person on Call with Certified Teacher Teaching on Call
  - i. If a non-certified person on call is placed in an assignment and a certified teacher teaching on call becomes available, the non-certified person on call shall complete the day's assignment.
  - ii. If a certified teacher teaching on call is initially unavailable for appointment to an assignment and subsequently becomes available, that teacher must advise the administrator of the school by 3:00 pm of their availability to accept the assignment for the following day.
- f. A certified teacher teaching on call who accepts an assignment for a specified number of days will not be relocated during that assignment.



## SECTION D: WORKING CONDITIONS

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

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

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

Local language:

D.1.1 Maximum class sizes shall be:

Multigraded/Ungraded Intermediate Class:	26 students
Intermediate Split Classes (4,5,6,7):	26 students
Special Class (including ESL):	13 students
Secondary Humanities Classes (English and Socials):	28 students
Any other Class (4-12):	30 students
Shops and Laboratories:	24 students

*[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.]*

D.1.2 The number of students in a laboratory, shop or other specialized classroom shall not exceed the number for which the facilities were designed. In no case shall the number of students exceed the numbers specified in Article D.1.1.

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

No provincial language.

Local language

D.2.1 The Board and the Union agree that the integration/mainstreaming of exceptional children (as identified in accordance with Ministry guidelines for severely handicapped category 3 children) into regular classrooms shall only occur when the necessary conditions for a positive educational experience exist for both the exceptional child and the pupils in the regular classroom. The necessary conditions shall include:

- a. The classroom teacher, parent, administrative officer, auxiliary professional personnel and the student (where applicable) and other appropriate personnel have met to consider

appropriate educational and medical information and to determine an educational program.

- b. In making a decision on the placement of a student to be integrated, the factors to be taken into account shall be:
  - i. the receiving teacher's agreement;
  - ii. the student's educational needs;
  - iii. the proposed program for the student;
  - iv. class size adjustments;
  - v. the professional opinion of all teachers who may be affected;
  - vi. in-service for the receiving teacher.
  
- D.2.2 Prior to the introduction of an exceptional student in a regular classroom, release time as required by the teacher, and an intensive in-service program identified and developed by teacher(s), shall be provided.
  
- D.2.3 Exceptional children (as identified in accordance with Ministry guidelines for severely handicapped Category 3 children) and their teachers shall be fully covered by the Board's insurance in cases of accident or injury during extra-curricular activities as well as during regular classroom activities.
  
- D.2.4 Whenever possible, aides shall be trained to provide assistance to exceptional students during toileting and changing for physical education, participating in special events during lunch intermission and recess, and during all class/instructional time.
  
- D.2.5 Special needs students, as identified in Article D.2.1, enrolled in regular classrooms for more than fifty (50)% of the regularly scheduled elementary class time, or for more than fifty (50)% of a course in a secondary school, shall be counted as:
  - a. two (2) students in the class or course where the special needs are not considered severe, or
  - b. two (2) students where a full-time aide remains in the classroom with the student, or
  - c. three (3) students in a class or course where the special needs are considered profound and where an aide is not in full attendance with the student.
  
- D.2.6 In no case shall there be more than two (2) special needs students integrated into a classroom.

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

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

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

<b>Position</b>	<b>Ratio</b>	<b>Source of ratio</b>
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:504 students	LOU No. 12
Special Education Resource Teachers (SERT)	1:256 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:74 ESL/ELL students	LOU No. 12

### ARTICLE D.4: PREPARATION TIME

- D.4.1 Each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
- D.4.2 Effective July 1, 2023, each full-time elementary teacher shall receive 120 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
- D.4.3 Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement. [See Article D.23.]

### ARTICLE D.5: MIDDLE SCHOOLS

- D.5.1 Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
- D.5.2 Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
- D.5.3 In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.

- D.5.4 If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the Collective Agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
- D.5.5
- a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
  - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
  - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
    - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
    - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
    - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
    - iv. The hearing shall commence within a further ten (10) working days; and
    - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
- D.5.6 Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

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

- D.6.1 In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
- D.6.2 When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
- D.6.3 The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.

- D.6.4 If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
- D.6.5 The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
- D.6.6 In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
- D.6.7 The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
- a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
  - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
  - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
  - d. The hearing shall commence within a further ten (10) working days; and
  - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
- D.6.8 Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

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

#### **Local Language:**

#### **ARTICLE D.20: HOME EDUCATION**

D.20.1 Teachers shall not be required to register or instruct home-schooled students.

#### **ARTICLE D.21: THE SCHOOL CALENDAR**

- D.21.1 The working year for full-time employees shall not exceed 195 days in session. Part-time work shall be pro-rated.
- D.21.2 Employee attendance at any required activity outside of the regular work year shall be voluntary, and at the employee's discretion:
- a. paid at the rate of 1/195 of the annual salary per day, or
  - b. subject to compensatory time off, the scheduling of compensatory time shall be determined by the employee after consultation with the administrative officer.

D.21.3 The working year for employees shall include:

- a. five (5) non-instructional days for professional development;
- b. one (1) year-end administrative day;
- c. two (2) half days for curriculum implementation;
- d. two (2) early dismissal days for report cards and parent/teacher consultation.

D.21.4 All days in session shall be scheduled between the Tuesday after Labour Day and the last Friday in June of the subsequent year, excluding Saturdays and Sundays, statutory holidays, Christmas Break and Spring Break.

D.21.5 The first day of the Christmas Break shall be on the Monday preceding December 25. School shall reopen on the Monday following January 1, unless January 1 is a Sunday, when school shall reopen on Tuesday, January 3.

D.21.6 The first day of Spring Break shall be the third Monday in March. School shall reopen the fourth Monday in March. If the fourth Monday in March is Easter Monday, school shall reopen on the Wednesday following the fourth Monday in March.

#### **ARTICLE D.22: DURATION OF SCHOOL DAY**

D.22.1 An elementary teacher shall not be required to offer instruction beyond an interval of six (6) hours, inclusive of:

- a. instructional time not to exceed five (5) hours, inclusive of fifteen (15) minutes of recess;
- b. a regular noon intermission.

D.22.2 A secondary teacher shall not be required to offer instruction beyond an interval of six (6) hours and thirty (30) minutes, inclusive of:

- a. instructional time not to exceed five (5) hours and thirty (30) minutes, inclusive of homeroom and time for students to change classrooms;
- b. a regular noon intermission.

#### **ARTICLE D.23: HOURS OF WORK/PREPARATION TIME**

D.23.1 A teacher's instructional assignment shall be defined as time during the instructional week devoted to teaching courses and lessons, and shall include time assigned to supervise curricular activities, including study periods.

D.23.2 An elementary teacher's weekly instructional time shall be no more than 1500 minutes, of which preparation time shall be per Article D.4 (Preparation Time).

D.23.3 A secondary teacher's weekly instructional time shall be no more than 1650 minutes, of which 12 1/2% shall be preparation time.

D.23.4 Preparation time shall be pro-rated for all part-time teachers of .5 FTE or more.

**ARTICLE D.24: REGULAR WORK YEAR FOR TEACHERS**

- D.24.1 The annual salary established for employees covered by this agreement in Article B.1 (Salary) shall be payable in respect of the regular teacher's work year which shall not exceed the number of days prescribed by the *School Act, R.S.B.C. 1996, c.412 with amendments*, Section 78, and School Calendar Regulation, Schedule I, February, 1999.
- D.24.2 Any work performed by teachers covered by this agreement beyond the regular work year shall be voluntary.
- D.24.3 The Superintendent may request a teacher to work between the period July 1 and school opening in any year. This work should be of an essential nature. Any teacher agreeing to an assignment of this nature shall be recompensed at a daily rate of 1/195th of their normal salary.

**ARTICLE D.25: SUPERVISION DUTIES (NOON HOUR)**

- D.25.1 Teachers shall not be required to perform school supervision duties during the school's regularly scheduled noon intermission except in an emergency.
- D.25.2 Where teachers are requested to do noon hour supervision, and agree to do so, they will be paid \$25.50 per hour.

**ARTICLE D.26: EXTRA-CURRICULAR ACTIVITIES**

- D.26.1 While the Board and the Union agree that non-instructional activities are an important aspect of school programs for pupils and encourage participation in non-instructional activities, it is recognized that non-instructional activities are assumed by a teacher on a voluntary basis.
- D.26.2 In this agreement, non-instructional programs and activities include all those that are beyond the provincially prescribed and locally determined curricula of the school district.
- D.26.3 While voluntarily involved in approved extra-curricular activities teachers shall be considered to be acting in the employ of the Board for purposes of liability of the Board.
- D.26.4 The Board agrees not to enter into an agreement with any teacher which reduces the hours of instruction in compensation for providing extra-curricular activities.

**ARTICLE D.27: AVAILABILITY OF TEACHERS TEACHING ON CALL**

- D.27.1 When, for any reason, a teacher is absent from a school or other District work place, the Board shall employ a teacher teaching on call (TTOC) to replace that teacher forthwith, upon being informed of such absence.
- D.27.2 Teachers, except TTOCs and those teachers whose assignment is that of permanent TTOC shall not be required:
  - a. to perform the tuition or instructional duties of a teacher who is absent;
  - b. to supervise the students of a teacher who is absent except in emergency situations.

D.27.3 In an emergency situation, a teacher may be required to cover for a sick colleague. The teacher shall be compensated with equivalent compensatory time.

D.27.4 A TTOC shall be required to assume only the duties of the teacher who the TTOC is replacing.

## **ARTICLE D.28: STAFF MEETINGS**

### **D.28.1 Notice**

At least seven (7) days' notice of regular staff meetings shall be given, including the agenda of items to be considered.

### **D.28.2 Agenda**

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

### **D.28.3 Minutes**

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

### **D.28.4 Attendance**

Teachers shall not be required to attend staff meetings:

- a. which commence prior to one (1) hour before classes begin or which conclude later than one hour after dismissal of pupils;
- b. during recess or during the noon intermission;
- c. on weekends, holidays or other days when school is not in session.

D.28.5 Part time and itinerant teachers shall attend staff meetings whenever practicable.

## **ARTICLE D.29: TECHNOLOGICAL CHANGE**

D.29.1 A technological change shall be defined as the introduction by the Board of:

- a. equipment or material of a different nature or kind than that previously used by the Board and its employees covered by this agreement; or
- b. a change in the manner, method or procedure, including language, in which instruction is given, by which members of the Union carry out educational operations and services.

### **D.29.2 Notice**

Where the Board intends to introduce a technological change which is likely to significantly affect the terms and conditions or security of employment of members of the Union, the Board shall give notice of the technological change to the Teachers' Union no less than ninety (90) days in advance of the term in which the change will become effective.

The notice shall be in writing and shall state:



- a. the nature and location of the change;
- b. the date on which the Board proposes to effect the change; and
- c. the approximate number of Union members likely to be affected by the change.

#### **D.29.3 Meetings**

- a. Upon receipt by the Union of the notice, the Board and the Union shall meet within thirty (30) days to discuss the effect of the change upon the teachers involved, and to reach agreement on solutions to the problems arising from this intended change as well as on measures to be taken by the Board to protect the Union members from any adverse effects.
- b. Should the parties fail to reach agreement, either party may refer the matter to a mutually agreed upon single arbitrator, whose decision shall be final and binding upon both parties.

#### **D.29.4 Layoff**

Any teachers who are affected as a result of such change shall be dealt with under the provisions of Article C.20.2.

### **ARTICLE D.30: HEALTH AND SAFETY**

- D.30.1 A Health and Safety Chairperson shall be elected by each school to ensure that health and safety standards are being maintained.
- D.30.2 Classes shall be conducted in well maintained facilities. Maintenance includes cleanliness, heating, lighting and other physical conditions. Any problems under this Section shall first be referred to the Principal, then to District administration and finally to the Public Health Inspector, until the problems are resolved.
- D.30.3 Principals should be notified no later than noon the day preceding major maintenance work that may disquiet the proceedings of a class, such as the use of power tools, hammering, gluing and sanding. The Principal, in consultation with the teacher, shall schedule alternate arrangements if necessary.
- D.30.4 Before working in or around a school maintenance personnel should inform the school office.
- D.30.5 The Health and Safety Chairperson for each school shall address the problem of student medication procedures and make recommendations to the staff committee and school administration.

## 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 based on sex, gender identity or expression, including by portraying them in gender stereotyped roles, refusing to acknowledge their identity, or by omitting their contributions.
- E.1.2 The employer does not condone and will not tolerate any expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
- E.1.3 The employer and the local shall promote a non-sexist environment through the development, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
- E.1.4 Prior to October 31<sup>st</sup> of each school year, principals or vice-principals will add to the agenda of a regularly scheduled staff meeting a review of anti-sexist educational programs, activities and learning resources.

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

#### General

- E.2.1 The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment, including harassment based on the grounds in the *Human Rights Code* of BC.
- E.2.2 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:
  - a. counselling;
  - b. courses that develop an awareness of harassment;
  - c. verbal warning, written warning, transfer, suspension or dismissal.
- E.2.3 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.
- E.2.4 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.2.5 All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
- E.2.6 The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

## Definitions

### E.2.7 Harassment includes:

- a. any improper behaviour that would be cruel and/or offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
- b. 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
- c. 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
- d. misuses of power or authority such as exclusion, intimidation, threats, coercion and blackmail; or
- e. sexual harassment.

### E.2.8 Sexual harassment includes:

- a. 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
- b. any circulation or display of visual or written material of a sexual nature that has the effect of creating an uncomfortable working environment; or
- c. an implied promise of reward for complying with a request of a sexual nature; or
- d. 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.

## Resolution Procedure

### E.2.9 Step 1 – Informal Resolution Process

Note: Step 1 (Informal Resolution Process) is not required in order to proceed to Step 2 (Formal Complaint Process).

- a. At any point in the Informal Resolution Process, should the administrator determine that a formal process is required, they will stop the informal process and inform the complainant and respondent in writing.
- b. The complainant may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- c. Before proceeding to Step 2, the complainant may approach their administrative officer, staff representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. The assistance may include the administrative officer meeting with the alleged harasser to communicate the concern and the request that the behaviour stop. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.

- d. If the matter is not resolved, the administrator may meet with the complainant and respondent separately, and may invite them to participate in a facilitated discussion. All parties involved must agree to respect confidentiality.
- e. In the circumstances where a respondent has acknowledged responsibility, the employer may advise the respondent in writing of the standard of conduct expected by the employer. Such a memo shall be non-disciplinary in nature and may be referred to only to establish that the respondent has been advised of the expected standard of conduct.

#### E.2.10 Step 2 – Formal Complaint Process

- a. 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.
- b. The complaint should include a description of 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.
- c. The complainant may request that the employer consider an alternative dispute resolution process to attempt to resolve the complaint.
- d. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.
- e. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

#### E.2.11 Step 3 – Formal Resolution Process

- a. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.10.a. The employer may request further particulars from the complainant, including information about any requested alternative dispute resolution process. Upon the conclusion of such a review, the employer shall:
  - i. initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.11.c below, or;
  - ii. recommend mediation or other alternative dispute resolution processes to resolve the complaint.
- b. Should the complainant not agree with the process described in Article E.2.11.a.ii, the employer shall initiate an investigation. The employer shall provide notice of investigation.
- c. The investigation or other formal resolution process shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- d. The complainant may request an investigator, mediator or facilitator who:
  - i. is of the same gender as the complainant;
  - ii. is Indigenous, and/or has cultural knowledge and sensitivity if a complainant self-identifies as Indigenous;

iii. is a person of colour if the complainant is a person of colour.

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

- e. Where there is an investigation, 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.
- f. Participation in mediation or an alternative dispute resolution process (per Article E.2.11.a.ii) shall not preclude an employee from making a new complaint should the harassment continue or resume following this process.

## **Remedies**

E.2.12 Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:

- a. reinstatement of sick leave used as a result of the harassment;
- b. 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;
- c. redress of any career advancement or success denied due to the negative effects of the harassment;
- d. recovery of other losses and/or remedies which are directly related to the harassment.

E.2.13 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.

E.2.14 The local and the complainant shall be informed in writing whether there was a finding of harassment, and whether disciplinary action was or was not taken.

E.2.15 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.2.16 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.

## **Training**

E.2.17 The employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

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

E.2.18 The awareness program shall include but not be limited to:

- a. the definitions of harassment and sexual harassment as outlined in this Agreement;

- b. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
- c. developing an awareness of behaviour that is illegal and/or inappropriate;
- d. outlining strategies to prevent harassment and sexual harassment;
- e. a review of the resolution procedures of Article E.2;
- f. understanding malicious complaints and the consequences of such;
- g. outlining any Board policy for dealing with harassment and sexual harassment;
- h. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

**Local Language:**

**ARTICLE E.20: APPOINTMENTS**

- E.20.1 In this Section, “vacancy” means an existing or newly-created teaching assignment or position for which there is a continuing need, to which a teacher is not assigned. All teachers in the District are eligible to apply for all vacancies.
- E.20.2 A teaching assignment or position filled by a temporary appointee becomes vacant at the end of the appointment or June 30, whichever comes first.
- E.20.3 The Board shall advertise, by posting notices in all places of employment of Union members in the District, all vacancies and all positions for which appointments to the teaching staff of the District will be required, within a reasonable time of their becoming known.
- a. Copies of all postings shall be forwarded at the time of posting to the VIWTU office.
  - b. During July and August vacancies shall be posted at the Board office with a copy to the Union.
- E.20.4 The Board shall fill vacancies in the following priority, provided the teacher has the necessary qualifications, as defined in Article C.20.1, to perform the duties of the vacant position:
- a. A teacher on the re-engagement list;
  - b. A teacher returning from a leave of absence from the vacant position;
  - c. A teacher on a continuing appointment transferred on the initiative of the Board, subject to rights of review of that transfer;
  - d. A teacher on a continuing appointment transferred on the initiative of the teacher, in order of seniority;
  - e. A part-time continuing contract teacher requesting an increase in the time of their assignment or appointment;
  - f. A teacher on a temporary appointment to the vacant position who has received a further temporary appointment;
  - g. A teacher teaching on call;

h. A new appointee.

E.20.5 An applicant for appointment shall be entitled to rely on a representation of the Superintendent or designate, that an offer of an appointment has been made, or that an appointment has been made, or with respect to the terms of such offer or appointment.

E.20.6 The Board shall confirm an offer of appointment to the District, in writing or by e-mail within forty-eight (48) hours.

## **ARTICLE E.21: TEMPORARY APPOINTMENTS**

E.21.1 The Board may issue temporary appointments for a period of time not exceeding ten (10) consecutive teaching months;

- a. to fill a vacancy arising during the school year;
- b. to fill a position that is temporarily vacant, for less than a year;
- c. to fill a position temporarily existing.

E.21.2 At no time shall the number of FTE teachers on temporary appointments exceed the number of FTE vacancies under Article E.21.1.

E.21.3 A teacher on a temporary appointment for more than ten (10) consecutive teaching months or twelve (12) aggregate teaching months who is subsequently rehired/recalled shall be placed on a continuing appointment.

E.21.4 A teacher, who after completing ten (10) consecutive teaching months of service, or twelve (12) aggregate teaching months of service, whichever is earlier, is not offered an equivalent position for the subsequent school year or term will have the right to be placed on recall in accordance with Article C.20.3.

E.21.5 The Board will provide the Union a list of all teachers hired on temporary appointments, and a list of temporary positions, as they occur during the school year.

E.21.6 Temporary appointments which are converted to continuing appointments, prior to the completion of ten (10) months of teaching service, shall be converted on the basis of seniority providing they possess the necessary qualifications for positions to be filled. The Superintendent shall notify the Union of any conversions prior to the effective date of the conversion.

E.21.7 A teacher on temporary appointment may request a teaching report and has a right to receive a report providing that at least six (6) months remain on the temporary appointment.

E.21.8 A teacher entitled to a continuing appointment pursuant to Articles E.21.3 and E.21.4, shall be entitled to be appointed to a position equal to the percentage of assignment in the temporary appointment. The teacher shall retain other rights of transfer and assignment as provided in this agreement.

## **ARTICLE E.22: APPOINTMENT REVIEW**

E.22.1 The Board may, during the first nine (9) months of a teacher's appointment, exclusive of

- a. the months of July and August, and
- b. any break in service or leave of absence of one or more months,

review their appointment.

E.22.2 No teacher's appointment shall be reviewed without the filing of a formal teaching report, written by the Principal, in accordance with Article E.26 (Evaluation) of this Agreement, indicating less than satisfactory performance.

E.22.3 In the event that the Board reviews a teacher's appointment the teacher shall be provided with written reasons and specific recommendations and time lines for improvement. The teacher shall have the right to discuss the recommendations and time lines with the Superintendent or Principal and to be accompanied by a representative of the Union.

E.22.4 The review of an appointment shall be effective until:

- a. the Board rescinds the review,
- b. June 30 in the school year immediately following the school year in which the review was initiated,
- c. the teacher receives a satisfactory teaching report, whichever occurs earlier.

E.22.5 During the review of an appointment the Board may terminate the appointment provided that:

- a. the teacher shall have at least sixty (60) teaching days to implement the recommendations, and following this time;
- b. the teacher has received a formal teaching report, written by the Superintendent, in accordance with Article E.26 (Evaluation) of this Agreement, indicating less than satisfactory performance; and
- c. If the Superintendent plans to recommend termination, the teacher has the right to meet with the Superintendent, at which meeting, notice to be given from seven (7) to fifteen (15) days in advance, the teacher has the right to be accompanied by a member of the Union or BCTF, and has the right to suggest alternatives to termination; and
- d. The Board gives the teacher the right to attend, with a representative as in Article E.22.5.c, a Board meeting to respond to the recommendation in Article E.22.5.c, before the Board makes a decision to terminate.

E.22.6 Notice of termination shall be given at least thirty (30) days in advance of termination.

## **ARTICLE E.23: TRANSFERS**

E.23.1 The Board may transfer a teacher from one assignment to another at any time by giving at least sixty (60) calendar days notice in writing to the teacher of the transfer, subject to the conditions of this article.



- E.23.2 The Superintendent or designate, in conjunction with the Principal and staff, wherever possible, of a school where vacancies exist, shall assess the educational needs of the school and specify the qualifications required to fill the vacancy.
- E.23.3 Except under the most unusual circumstances, teachers will not be transferred more frequently than once in two (2) years.
- E.23.4 Teachers may request transfers at any time, but transfers will not normally be made after the beginning of the school year.
- E.23.5 Teachers who request but are denied transfers shall be notified in writing. Such teachers may request a meeting with the Superintendent or designate to discuss the situation.
- E.23.6 A teacher who seeks a transfer or a change in teaching time shall advise the Superintendent and the current Principal, in writing, prior to March 1.
- E.23.7 Transfer requests should include information on location, program and subject or grade level preferences.
- E.23.8 Transfers shall not be made as a disciplinary measure.
- E.23.9 Prior to initiating a transfer of a teacher, the Superintendent or designate shall:
- a. Discuss the transfer with the teacher;
  - b. Give consideration to the teacher's professional and personal goals and place of residence, and wherever possible, obtain the teacher's agreement to the transfer, and
  - c. Arrange, upon request, a meeting of the Superintendent, the two Principals involved, the teacher and the teacher's chosen representative.
- E.23.10 When the decision to transfer a teacher has been made:
- a. The transferred teacher and the President of the Union shall be notified, in writing, of the decision and the reasons for it within three (3) days of Board approval.
  - b. If a transfer is necessary after the beginning of the school year, the transferred teacher may require time free of instruction for classroom planning and school orientation. After consultation with the Superintendent, the transferred teacher may be granted up to five (5) days free of instruction for this purpose.
  - c. The Board shall transfer a teacher to a position for which the teacher possesses the necessary qualifications except in the most unusual circumstances.
  - d. When the Board assigns a teacher to a significantly different grade or subject area, the Superintendent and the teacher shall jointly determine, and the Board shall provide the necessary financial and District staff resources, to ensure adequate professional retraining, up to a maximum of \$1,000.
  - e. If a teacher refuses a Board initiated transfer, they may elect to be placed on the recall list.

## **ARTICLE E.24: TRANSFERS RESULTING FROM STAFF REDUCTIONS**

E.24.1 If the number of teachers on a school staff exceeds the number of teachers allocated to a school, the situation will be formally discussed by all teaching personnel and staff reductions may be brought about internally by teachers who voluntarily initiate the following:

- a. Planned retirement;
- b. Leaves of absence;
- c. Part-time employment;
- d. Vocational shifts;
- e. Voluntary transfers.

E.24.2 If internal solutions cannot be found, teachers who possess appropriate qualifications and who have least District seniority will have their names forwarded to the Superintendent, who will consider the possibility of transfers.

## **ARTICLE E.25: ASSIGNMENT IN SCHOOL**

A teacher who is not satisfied with a proposed assignment in a school may express their concerns to the staff committee. The committee may, after consultation, recommend to the Principal that the teacher's assignment be changed.

## **ARTICLE E.26: EVALUATION OF TEACHING**

E.26.1 The purpose of supervision and evaluation is to promote and reinforce good instruction. In the first month of the school year, each Principal, in consultation with school staff members, shall submit to the Board, a school plan for the supervision of teaching performance. Although each school plan will be unique, each should contain:

- a. A statement of objectives for the year;
- b. A statement of characteristics of good teaching;
- c. An evaluative model and process for the school;
- d. A list of the teachers who will be receiving written evaluations.

E.26.2 In accordance with the *School Act, R.S.B.C. 1996, c.412 with amendments*, formal evaluations of teachers are required. While there may be flexibility within the process of report writing for significant variations, there shall be the following elements common to all reports written on teachers:

- a. The procedure by which teachers are to be evaluated must be predetermined and clearly stated and explained;
- b. The evaluative model developed for each school shall be followed;

- c. Each report shall be based on not less than three (3) or more than six (6) personal observations which reflect the teacher's assignment;
  - d. Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select two (2) observation times.
  - e. The content of a teaching report shall be a specific, objective description of teaching performance. Judgments shall be adequately substantiated.
  - f. A series of classroom visitations shall include three (3) phases with dates and times recorded. These are:
    - i. Pre-report conference: The teacher and the report writer shall discuss the expectations of both parties with regard to the process of evaluation before report-related classroom observation takes place.
    - ii. Observation: There shall be a series of classroom visits by the report writer. Dates and times of the observations shall be noted.
    - iii. Observation Conferences: Throughout the process of observation there shall be post-observation conferences in which the findings of the report writer are discussed.
- E.26.3 Remediation: The evaluator, in consultation with the teacher, shall develop a reasonable and effective remediation program to overcome any identified performance weaknesses. A reasonable time span shall be set out to allow for effecting changes to teaching performance through the remediation program.
- E.26.4 Follow-up: This phase is a follow-up to the remediation phase, if any. Observations need not be as extensive as in the first observation phase should it be apparent that significant progress is taking place through the remediation program.
- E.26.5 Draft Report: The evaluator shall review the draft report with the teacher. The report shall not include weaknesses of which the teacher had not previously been informed.
- E.26.6 Final Report: No final report shall be filed until all aspects of the foregoing process have been completed. The Board invites teachers to submit, for inclusion in their file, responses to the formal evaluation along with supporting documents pertinent to the report.
- E.26.7 At the request of a teacher teaching on call, one or more single observation report(s) may be provided by the Principal of a school to which the teacher teaching on call is assigned, wherever practicable. The provisions of this article shall be observed.
- E.26.8 District staff and Administrative Officers retain the right to evaluate when necessary, only after prior consultation with the Union.
- E.26.9 Evaluation of teaching reports must be completed in the school year in which they are initiated.
- E.26.10 Except as provided in Article C.21 (Procedures Where Dismissal Based on Performance), an "evaluation of teaching report" shall be initiated only:
- a. in the first year of a teacher's service in this District;
  - b. at the teacher's request; or

- c. once every four years; or
- d. if there is reason to believe that the learning situation in the classroom may be less than satisfactory.

**ARTICLE E.27: NO DISCRIMINATION**

Every teacher is equal before this Agreement and has the right to equal protection and equal benefit of the Agreement without discrimination based on race, national or ethnic origin, colour, religion, sex, sexual orientation, age, marital status, physical disability, political affiliation, Teachers' Federation or Union activities, subject to the terms of this Agreement and any applicable legislation.

**ARTICLE E.28: FALSELY ACCUSED EMPLOYEE ASSISTANCE**

E.28.1 Where an allegation(s) of child abuse or sexual misconduct is (are) made against a teacher and the Board has concluded that no just and reasonable cause exists to take disciplinary action arising from the allegation(s), then a teacher shall be provided assistance.

E.28.2 A teacher may request assistance to deal with the negative effects of the allegation(s). A plan of assistance for the teacher shall be implemented. The plan of assistance may include, but shall not be limited to:

- a. a specified period of leave of absence with pay;
- b. priority for transfer to any vacant position requested by the teacher; and
- c. where requested by the teacher, provision of factual information to parents by the Board.

E.28.3 At the request of the teacher, modifications to the plan shall be considered.

**ARTICLE E.29: PERSONNEL FILES**

E.29.1 There shall be only one personnel file for each teacher maintained at the District Office.

E.29.2 A copy of a teacher's personnel file kept at a school shall be made available to the teacher when the teacher leaves the school.

E.29.3 After receiving a request from a teacher, the Superintendent, in respect of the District files, or the Principal of the school, in respect of any school file, shall grant access to that teacher's file.

E.29.4 An appropriate Board official shall be present when a teacher reviews a file, and the teacher may be accompanied by the teacher's chosen representative.

E.29.5 Material which is factual and relevant to the employment of the teacher shall be maintained in personnel files. In the event that the appropriate Board official does not agree to the removal of specified material, the matter may be grieved.

E.29.6 Upon request, a teacher shall receive, within seven (7) days, a copy of items to be placed in the teacher's personnel file.

E.29.7 The teacher shall be informed when material is placed in the teacher's personnel file and a copy of the material given to the teacher.

#### **ARTICLE E.30: SCHOOL ACT APPEALS**

E.30.1 Where a pupil and/or parent/guardian files an appeal under the *School Act, R.S.B.C. 1996, c.412 with amendments* (Section II) and Board By-law of a decision of an employee covered by this Agreement, or in connection with or affecting such an employee:

- a. the employee and the Union shall immediately be notified of the appeal and shall be entitled to receive all documents relating to the appeal;
- b. the employee shall be entitled to attend any meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union; and
- c. the employee shall have the opportunity to provide a written reply to any allegations contained in the appeal.

E.30.2 No decision or by-law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.

#### **ARTICLE E.31: PERSONNEL PRACTICES AND DUE PROCESS**

E.31.1 Where personnel practices are deemed contentious by either the Board or the Union, both parties will jointly ensure that the rights of individuals are protected. Personnel practices shall be followed so as to ensure that the basic human rights will include:

- a. The right to be informed, in writing, of any written allegations, and the grounds for them, and the name of the person making the allegations, made by a person about the teacher;
- b. The right to access information related to allegations or charges against them;
- c. The right to be free from any punitive action for having pursued basic human rights.

#### **ARTICLE E.32: WORKING RELATIONS COMMITTEE**

E.32.1 A Working Relations Committee consisting of equal numbers of representatives of the Union and the Board, shall be maintained.

E.32.2 The Working Relations Committee shall meet on a regular basis during the school year upon request of either party, to discuss working relationships within the District and advise parent groups, staff and the Board.

E.32.3 The chairing of meetings and the recording of minutes shall alternate between the Board and the Union representatives. Minutes shall be distributed to all Board and Union members, unless the parties agree otherwise.

E.32.4 The minutes of the meeting will be reported to the next Regular Meeting of the Board during the review of the Committee Reports. Recommendations from the Working Relations Committee will be presented for discussion and decision by the Board.

- E.32.5 The Union, through its representatives on the Working Relations Committee, shall be advised of any amendments to policies affecting the conditions of employment of teachers, and shall be given an opportunity to provide input before any proposed changes are made.
- E.32.6 If the Working Relations Committee is unable to resolve any differences arising out of this Section, then regular grievance procedures may be invoked by the Union or the Board.
- E.32.7 In matters which neither party considers controversial, this agreement shall be implemented by direct communication between the teacher and the Secretary-Treasurer and/or the Superintendent.

### **ARTICLE E.33: EDUCATION ASSISTANTS AND YOUTH AND CHILD CARE WORKERS**

- E.33.1 Education Assistants and Youth and Child Care Workers shall work under the employment supervision of an administrator and under the immediate instructional supervision of a teacher.
- E.33.2 Education Assistants and Youth and Child Care Workers shall not assume the instructional responsibility for designing the educational programs for students, but may assist the teacher by:
- a. providing assistance to individual students and groups of students;
  - b. monitoring students;
  - c. maintaining student records;
  - d. providing advice and guidance to students.
- E.33.3 Education Assistants and Youth and Child Care Workers shall not assume instructional responsibility while the teacher is absent.
- E.33.4 Education Assistants and Youth and Child Care Workers shall not be used to replace qualified teachers.
- E.33.5 No Education Assistant or Youth and Child Care Worker shall be placed in a class without prior consultation with the teacher.

### **ARTICLE E.34: BEGINNING TEACHERS**

- E.34.1 The Board and teaching staff will work together to ensure a positive teaching situation for beginning teachers by providing:
- a. a mentor's program;
  - b. a joint orientation and induction program.

### **ARTICLE E.35: TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS**

When new school construction or major school renovations are planned in the School District, the Board shall include representatives of the school's staff in the planning process.

## **SECTION F: PROFESSIONAL RIGHTS**

### **ARTICLE F.1 PROFESSIONAL DEVELOPMENT FUNDING**

[PCA F.1.1 and F.1.2 is not applicable in SD 84. See Clause F.20.2.]

F.1.3 Upon ratification in each subsequent round of bargaining, where Article F.1.1 does not already apply, then Article F.1.2 will be implemented as part of the melding process.

#### **Local Language:**

### **ARTICLE F.20: PROFESSIONAL DEVELOPMENT FUNDING AND CONTROL**

F.20.1 The Board and the Union shall administer a separate professional development fund for the purpose of promoting the professional development of teachers.

F.20.2 The Board's annual contribution to the fund during this Agreement shall be 0.5% of the annual operating budget, and the Union's contribution shall be \$1500.00.

F.20.3 All professional development costs, including the costs of teachers teaching on call for teachers granted professional development leave and the cost of meetings of the Professional Development Committee shall be charged against the professional development fund.

F.20.4 Funds not expended within the life of the contract shall be retained in the fund and shall be added to new funding.

F.20.5 The professional development fund, as established under Article F.20.2, shall be controlled and administered by the Professional Development Committee.

F.20.6 The Professional Development Committee shall be chaired by the Union's Professional Development Chairperson and shall comprise of:

- a. one (1) rural representative;
- b. the Superintendent or designate;
- c. one (1) teacher-elected representative from each school;
- d. one (1) Administrator;
- e. the Union's Professional Development Committee Chairperson;
- f. a teacher representative of the Curriculum Implementation Committee.

F.20.7 The Professional Development Committee shall adhere to the following principles:

- a. Teachers shall participate in professional development on a voluntary basis, except during non-instructional days.
- b. A needs assessment process shall be the starting point of a professional development program.

- c. Opportunities for professional development activities shall be distributed as equitably as possible.
- d. The professional development fund will not be required to finance curriculum implementation in the District.

#### **ARTICLE F.21: NON-INSTRUCTIONAL DAYS**

- F.21.1 All of the available non-instructional days as prescribed in the school calendar shall be used for teacher professional development activities. This requirement may be waived at the discretion of the Superintendent for one (1) of the days.
- F.21.2 Non-instructional days shall be considered as instructional days for salary purposes.

#### **ARTICLE F.22: CURRICULUM IMPLEMENTATION**

- F.22.1 The Board and the Union shall establish a joint committee, to be known as the Curriculum Implementation Committee, consisting of three (3) members named by the Union and three (3) representatives of the Board.
- F.22.2 The Union and the Board shall each designate a spokesperson for this committee. These two designates shall collaboratively plan meeting venues, times and agendas.
- F.22.3 At the first committee meeting of the school year a plan for the year shall be established, within the budget approved by the Board for curriculum implementation.
- F.22.4 The Curriculum Implementation Committee shall make recommendations to the Board on all aspects of curriculum implementation in the District. These recommendations shall include:
  - a. the rate of introduction of the new curriculum;
  - b. the timing of the introduction of new curriculum;
  - c. the in-service activities needed to prepare teachers;
  - d. the materials which may be needed to introduce the courses; and
  - e. the funding of the implementation process.
- F.22.5 The committee shall adhere to the following principles:
  - a. The teacher shall be recognized as the key agent of curriculum and/or instructional change.
  - b. Criteria for measuring the success of the program or activity shall be reviewed by the committee prior to the process beginning.
  - c. Necessary time is needed to provide clarity, address problems, evaluate, share and report, and plan collaboratively.
  - d. Opportunities for professional development related to curriculum change shall be made available to teachers.



**ARTICLE F.23: PROFESSIONAL AUTONOMY**

Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice, have the right to express ideas and use materials which are not in conflict with District programs.

**ARTICLE F.24: WOMEN'S STUDIES**

The Board and the Union agree to establish a committee to develop a women's studies curriculum for use in the District's schools.

**ARTICLE F.25: FIRST NATIONS CURRICULUM**

The Board and the Union agree to establish a committee to support and develop First Nations curricula in District schools. Every effort shall be made to include First Nations representatives on the committee.

## **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 one hundred and twenty (120) 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.2.2 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, and
- b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
- c. Current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.

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

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

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

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

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

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

[See also Article G.25.1 (Critical Illness Leave) for short-term compassionate leave of up to five (5) days.]

### **ARTICLE G.3: EMPLOYMENT STANDARDS ACT LEAVES**

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

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

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

**ARTICLE G.4: BEREAVEMENT LEAVE**

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. [These five (5) days leave are not applicable in School District No. 84 (Vancouver Island West). See Article G.4.5]

For the purposes of this article "immediate family" means:

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), current ward, 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 Not applicable in School District No. 84 (Vancouver Island West). See Article G.4.5.

G.4.3 In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 "family member" means:

- a. in relation to an employee:
  - i. a member of an employee's immediate family;
  - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, former 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 A teacher shall be granted a leave of absence with pay for a maximum of seven (7) days in the case of a death in the immediate family of a teacher or a legal ward of the teacher.

G.4.6 Immediate family is defined in Article G.4.1.

G.4.7 Requests for bereavement leave under G.4.5 shall be submitted to the School Principal.

**[See also Article G.25 (Critical Illness Leave).]**

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

- G.5.1 a. An employee shall be entitled to a minimum of three (3) days of unpaid discretionary leave each year.
- b. The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.

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

G.5.3 The combination of this provision with any other same provision shall not exceed three (3) days.

### *Implementation:*

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

**[See also Article G.26 (Discretionary Leave).]**

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

[Note: Article G.6.1.b applies for the purposes of Article A.10 only. Article G.6.1.a and Articles G.6.2 – G.6.10 are not applicable in School District No. 84 (Vancouver Island West).]

- 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.

**[See also Article A.20 (President's Release) and Article A.21 (Leave for 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.

**[See also Article G.21.4.a]**

**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.12: MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS**

G.12.1 When an employee takes maternity leave pursuant to Part 6 of the *Employment Standards Act*, the employer shall pay the employee:

- a. One hundred percent (100%) of their current salary for the first week of the leave; and
- b. When the employee is in receipt of Employment Insurance (EI) maternity benefits, the difference between the amount of EI maternity benefits received by the teacher and one hundred percent (100%) of their current salary, for a further fifteen (15) weeks.

*[Note: In SD 84, for employees who do not qualify for EI maternity benefits, G.12.1 does not apply. See G.12.4 below.]*

**Local Provisions:**

2. The Board will calculate the Supplemental Employment Benefit (SEB) by dividing the annual salary by 43.3 weeks.
3. The Supplemental Employment Benefit (SEB) will be paid over all breaks and holidays throughout the regular school year as defined in Articles B.1.7, D.7 and D.10 but not limited to these articles, and the Supplemental Employment Benefit (SEB) shall not be paid over the summer break.
4. When a teacher takes maternity leave to which they are entitled pursuant to the Employment Standards Act, and the teacher is not in receipt of EI maternity benefits, the teacher will be paid 75% of their normal weekly earnings for the first two (2) weeks of the employee's maternity leave.

**[See also Article G.21 (Maternity Leave) for leave provisions.]**

**Local Language:**

**ARTICLE G.20: SICK LEAVE**

- G.20.1 Sick leave with pay is earned at the rate of one and one-half (1.5) days for each month in the service of the Board.
- G.20.2 A minimum of fifteen (15) days of sick leave shall be made available to each teacher at the beginning of the school year. If the teacher resigns before the end of the school year, any unearned, paid sick days shall be refunded to the Board.
- G.20.3 A teacher who contracts a communicable childhood disease or infestation such as measles, mumps, chicken pox, and who has fewer than thirty (30) accumulated sick leave days, shall not have days absent deducted from his or her sick leave, provided that the Superintendent, with the advice of the medical health officer, certifies that there are other cases of the disease or infestation in the school to which the teacher may have been exposed.
- G.20.4 There is no maximum to the number of days of sick leave that may be accumulated.
- G.20.5 Each teacher shall receive a monthly accounting of his or her accumulated sick leave as at August 31.
- G.20.6 Teachers commencing employment with the Board during the year shall then have available to them the pro rata portion of sick leave benefits which would accrue to them for the balance of the school year.

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

**ARTICLE G.21: MATERNITY LEAVE**

**G.21.1 Maternity Leave**

- a. An employee, on their written request to the Superintendent, supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
- b. Regardless of the date of commencement of the leave of absence taken under Article G.21.1.a, the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- c. A request for a shorter period under Article G.21.1.b must be given in writing to the employer at least one week before the date that the employee indicates they intend to return to work and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.



- d. Where an employee gives birth or the pregnancy is terminated before a request for leave is made under Article G.21.1.a, the employer shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- e. Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the employer shall grant to the employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six (6) consecutive weeks.

[See Article G.12 for provisions on supplemental employment benefits.]

#### **G.21.2 Employer May Require Employee to Take Leave**

An employer may require an employee to commence a leave of absence under Article G.21.1 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that they are able to perform their duties.

#### **G.21.3 Employment Deemed Continuous**

The services of an employee who is absent from work in accordance with this part shall be considered continuous for the purpose of Sections 36, 37 and Part 6 (*Employment Standards Act*) and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where

- a. the employer pays the total cost of the plan, or
- b. the employee elects to continue to pay their share of the cost of a plan that is paid for jointly by the employer and the employee.

#### **G.21.4 Reinstatement**

- a. An employee who resumes employment on the expiration of the leave of absence granted in accordance with this part shall be reinstated in all respects by the employer in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- b. Where the employer has suspended or discontinued operations during the leave of absence granted under this part and has not resumed operations on the expiry of the leave of absence, the employer shall, on resumption of operations and subject to seniority provisions in this agreement, comply with Article G.21.1.a.

#### **G.21.5 Prohibition**

- a. An employer shall not:
  - i. terminate an employee, or

- ii. change a condition of employment of an employee without the employee's written consent

because of an absence authorized by this part or because of the employee's pregnancy, unless the employee has been absent for a period exceeding that permitted under this part.

- b. The burden of proving that:

- i. the termination of an employee, or
- ii. the change in a condition of employment of the employee without the employee's written consent is not because of an absence authorized by this part or because of an employee's pregnancy,

is on the employer.

#### **G.21.6. Remedy Under this Part**

Where an officer is satisfied that an employer has contravened this part, the officer may make one or more orders requiring the employer to do one or more of the following:

- a. comply with this part;
- b. remedy or cease doing an act;
- c. hire or reinstate a person and pay them any wages lost by reason of the contravention.

### **ARTICLE G.22: SHORT TERM, PATERNITY, ADOPTION AND LEGAL GUARDIANSHIP, PARENTHOOD, AND CARE OF DEPENDENT LEAVES**

#### **G.22.1 Short Term Leave Notice of Return**

- a. All teachers requesting short term leaves of absence shall notify their Principal prior to requesting the required leave from the Superintendent.
- b. Upon the expiration of a short term leave, a teacher shall return to the assignment occupied prior to taking the leave of absence.

#### **G.22.2 Paternity Leave**

Upon the birth of a child a teacher may be granted paternity leave with pay up to a maximum of two (2) days and up to a maximum of four (4) days for a teacher assigned to the Kyuquot Elementary Secondary School.

#### **G.22.3 Adoption and Legal Guardianship Leave**

- a. A teacher shall be granted a leave of absence with pay for up to five (5) or up to seven (7) days upon finalization of adoption or legal guardianship proceedings.
- b. A teacher shall be granted leave of absence without pay, to a maximum of six (6) consecutive weeks, upon the adoption of a child.

- c. The services of a teacher who is absent from work in accordance with the above shall be considered unbroken and any pension, medical or other plan beneficial to the teacher, and the Board shall continue to make payment to the plan in the same manner as if the teacher were not absent where:
  - i. the Board pays the total cost of the plan; or
  - ii. the teacher elects to continue to pay their share of the cost of a plan that is paid for jointly by the Board and the teacher.

#### **G.22.4 Parenthood Leave - Short Term**

- a. A teacher shall be granted a leave of absence without pay for a stated period of time to care for a dependent child.
- b. The sufficiency of the reason and the length of the leave shall be determined by the Board in consultation with the teacher concerned.

#### **G.22.5 Parenthood Leave Without Pay**

- a. A teacher may be granted a parenthood leave without pay for one (1) or two (2) school years upon the expiry of maternity leave or adoption and legal guardianship leave.
- b. A teacher wishing to take a parenthood leave without pay shall apply in writing to the Superintendent at least fifteen (15) prescribed school days prior to the expiry of maternity leave or adoption and legal guardianship leave so that the Board may notify the teacher of its decision within ten (10) prescribed school days.
- c. A teacher granted parenthood leave is entitled to participate in medical and life benefits, with continued premium sharing. All premiums are to be paid in advance each year if the teacher elects to continue coverage during the period of leave.
- d. A teacher intending to return to the District from parenthood leave shall inform the Superintendent in writing by April 30 of the calendar year in which the teacher is due to resume teaching in respect to leave expiring June 30 of the same year.
- e. For a parenthood leave expiring at a date other than June 30, a teacher intending to return to the District shall inform the Superintendent at least twenty (20) prescribed teaching days prior to the expiration of the leave.
- f. In emergency situations the Board may grant an early return to a teaching position within twenty (20) prescribed school days of the date of application by the teacher.
- g. Failure to provide the required notice to the Superintendent may result in the Board filling the assignment and placing the teacher on the re-engagement list.

#### **G.22.6 Care of Dependent Leave Without Pay**

- a. A teacher may be granted leave without pay for one (1) school year to care for a dependent child in the case of an extended medical emergency and/or long-term chronic care.

- b. A teacher wishing to take a leave without pay for the care of a dependent child shall immediately apply in writing to the Superintendent so the Board may notify the teacher of its decision within five (5) prescribed school days.
- c. A teacher granted a care of dependent leave is entitled to participate in medical and life benefits with continued premium sharing with the premiums paid in advance, if the teacher elects to continue coverage during the period of leave.

#### **ARTICLE G.23: JURY DUTY OR SUBPOENA**

A teacher shall be granted a leave of absence with pay for the time required to serve on a jury or when subpoenaed as a witness provided any fees or payments made to a teacher are remitted to the Board.

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

##### **G.24.1 Educational Leave With Pay**

- a. Provided the Board has determined that funds are available, the Board may grant educational leave with pay to persons pursuing courses of studies designed to fulfill identified educational needs within the District.
- b. A maximum of one (1) teacher may be granted paid educational leave each year.
- c. The period for which leave with pay is granted shall be counted for salary purposes as teaching service with the Board.
- d. A teacher granted educational leave with pay shall be paid sixty (60) percent of the teacher's salary for the period of time for which such leave is granted.
- e. A teacher granted educational leave with pay is entitled to participate in all benefits with continued premium sharing and pension fund contributions.
- f. The teacher shall agree to return to the service of the Board for a minimum of one (1) year immediately following return from educational leave, and in the event of failing to do so, refund the amount, prorated according to the period of time of return, paid by the Board to the teacher during the period of such leave.
- g. A Selection Committee comprised of two (2) representatives each from the Board and the Union shall be responsible for the establishment of a list of criteria for selecting candidates for educational leave and recommending teachers for educational leave.

##### **G.24.2 Study Leave**

- a. A teacher may be granted a leave of absence with pay for a maximum of five (5) days for approved study provided the teacher has completed all necessary duties to the satisfaction of the Superintendent. The cost of the Teacher Teaching On Call (TTOC) shall be deducted from the teacher's salary.
- b. In order to apply for study leave a written request shall be submitted to the Superintendent at least one (1) month prior to the commencement of the leave.

### **G.24.3 Educational Leave Without Pay**

- a. A teacher may be granted educational leave without pay for one (1) school year. A teacher granted such leave shall undertake to return and stay in the service of the Board for a period of not less than one (1) school year.
- b. Should a teacher fail to fulfill this undertaking the teacher shall refund the cost of any benefits paid by the Board while the teacher was on leave.
- c. A teacher wishing to take educational leave without pay during the next school year must apply in writing to the Superintendent not later than April 30 of the current school year so the Board may notify the teacher of its decision by May 20 of the same year.
- d. A teacher granted educational leave is entitled to participate in medical and life benefits with continued premium sharing and the teacher required to pay in advance.
- e. A teacher intending to return to the District from educational leave shall inform the Superintendent in writing by April 30 of the calendar year in which the teacher is due to resume teaching.

### **G.24.4 Professional Development Leave**

A teacher shall be granted paid professional development leave for professional development activities approved by the Superintendent.

## **ARTICLE G.25: CRITICAL ILLNESS LEAVE**

### **G.25.1 Critical Illness Leave**

- a. A teacher shall be granted a leave of absence with pay for a maximum of five (5) days in the initial event of a serious illness in the teacher's immediate family or when called by the attending physician to the bedside of an immediate family member. Leaves will be charged to accumulated sick leave.
- b. Immediate family is defined as parent, spouse (including common law spouse), brother, sister, child, mother-in-law, father-in-law, grandparent, grandchildren, legal guardian and legal ward.

G.25.2 Requests for critical illness leave shall be submitted to the School Principal.

[See also Article G.2 (Compassionate Care Leave) for leave longer than five (5) days and see also Article G.4 (Bereavement Leave).]

## **ARTICLE G.26: DISCRETIONARY LEAVE**

A teacher, upon reasonable prior written notice, may take up to three (3) full teaching days each school year, without loss of salary, to attend to personal business. Such leave shall not be taken to extend a vacation or to accompany a spouse on a business trip or for any commercial venture.

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

## **ARTICLE G.27: ELECTED OFFICE AND COMMUNITY SERVICE**

- G.27.1 A teacher shall be granted a discretionary leave of up to ten (10) days without pay but with the continuation of benefits when, as a candidate, they are contesting a municipal, regional, provincial or federal election. An additional short term leave of absence of up to ten (10) days shall be granted without pay.
- G.27.2 A long term leave of absence shall be granted without pay or benefit(s) on request to a teacher should they be elected as a result of such a candidacy.

## **ARTICLE G.28: DEFERRED SALARY LEAVE (Also known as the Self-Funded Leave Plan)**

**[See Local Letters of Understanding No. 1A, 1B, 1C, and 1D.]**

### **G.28.1 Definitions**

**“Accrued interest”** means the amount of interest earned in accordance with Clause 28.3.c on the monies retained by the Board on behalf of the participant, calculated from:

- a. the first day any of such monies has been received by the appointed trustee; or,
- b. the last date to which interest has been paid.

whichever is later.

**“Agreement(s)”** means the agreement(s) in force from time to time between the Board and the Union.

**“Union”** means the Vancouver Island West District Teachers’ Union.

**“Board”** means the Board of Education of School District No. 84 (Vancouver Island West).

**“Collective Agreement”** means the terms of the Collective Agreement between the BCTF and BCPSEA which apply to teachers in School District No. 84 (Vancouver Island West).

**“Committee”** means the Committee constituted in accordance with the terms of the Collective Agreement.

**“Contract Year”** means the twelve (12) month period from July 1 to June 30.

**“Current compensation amount”** means the total compensation payable by the Board to the participant for the contract year, including their proper salary and all allowances, less statutory deductions, in accordance with the agreement(s) in force.

**“Deferral Period”** shall be the number of years not to exceed six (6) years for which compensation is deferred in accordance with Clause 28.3.a, including the years referred to in Clauses 28.4.f and 28.4.g, if applicable.

**“Deferred Compensation Amount”** means the portion of the current compensation amount which is retained by the Board for a participant in each year in accordance with Clause 28.3.a and augmented from time to time by interest thereon calculated in accordance with Clause 28.3.c but less all interest paid to the participant in accordance with Clause 28.3.e.

**“Eligible Teacher”** means an employee of the Board in a continuing appointment.

**“Leave of Absence”** means the period described in Clause 28.4.a.

**“Memorandum of Agreement”** means the agreement described in Article G.28, Schedule “A”.

**“Participant”** means an eligible teacher who has completed a Memorandum of Agreement and whose application for participation in the Plan has been approved by the Superintendent in accordance with Clause 28.2.b.

“**Plan**” means the Self-Funded Leave Plan set out in this Agreement and includes all amendments thereto.

“**Superintendent**” means Superintendent or designate.

### G.28.2 Application

a. Formal Application

In order to participate in the Plan, an eligible employee must make written application by way of Schedule “D” [see Local Letter of Understanding #1C] to the Superintendent by March 31 requested commencement of deferrals under the Plan or at a date otherwise agreed between the Board and the Union, stating the date when the eligible employee wishes the deferrals to commence.

b. Approval

The approval of each application made under Clause 28.2.a shall rest in the sole discretion with the Superintendent. The Superintendent shall advise each applicant of their approval or rejection, with explanation, in accordance with the terms of the Collective Agreement. No application to this plan would be unreasonably denied.

c. Date of Participation

If the Superintendent gives their approval for participation in the Plan, the participation of the eligible teacher in the Plan will become effective on the date requested by the eligible teacher, or if such date is not agreed to by the Superintendent, then on a date which is agreed to by the Superintendent and the eligible teacher.

### G.28.3 Funding for Leave of Absence

a. Compensation Deferred

During each year of the deferral period, the participant will receive their current compensation amount, less the percentage amount which the participant has specified in the Memorandum of Agreement which is to be retained by the Board and less statutory deductions and other withholdings. Such percentage amount may be varied, subject to Clause 28.3.b, by giving written notice to the Board at least one (1) month prior to July 1 in any year, for the next or subsequent years.

b. Maximum Percentage Deferred

The percentage of the current compensation amount deferred by the participant cannot exceed thirty-three and one third (33 <sup>1</sup>/<sub>3</sub>) per cent.

c. Investment of Deferred Compensation

The monies retained by the Board for each participant, pursuant to Clause 28.3.a, including interest thereon (until paid out in accordance with Clause 28.3.e) shall be held in trust by a trustee appointed by the Board with the approval of the Union and invested in a Treasury Bill account or equivalent trust. The current appointed trustee is Concentra Trust. The terms of the appointment are as set out in the Trust Agreement. The monies retained shall be forwarded to the eligible financial institution within fifteen (15) calendar days of the deduction being made. Neither the Board nor the Union shall be liable to any participant for the losses incurred on, or loss of any investments/trust deposits made which are authorized by this agreement.

- d. Insolvency  
In the event that any of the monies retained and invested pursuant to the terms of this Plan be lost by reason of insolvency of the Trustee, the Board shall not be liable to any participant for the loss of any monies as a result of the insolvency nor shall the Board be obliged to pay a participant on a leave of absence any further amounts.
- e. Payment of Accrued Interest  
Accrued interest will remain in the trust account and will be paid out to the participant at the start of the leave of absence.
- f. Reporting to Participants  
The Board shall, no later than July 31 of each year, make an annual report to each participant as to the Deferred Compensation Amount held as at June 30.

#### **G.28.4 Taking of Leave of Absence**

The taking of a leave of absence shall be governed by the following provisions:

- a. Minimum Length of Leave  
The leave of absence shall be for not less than twelve (12) consecutive months.
- b. Manner of Payment During Leave  
The time and manner of payment to the participant during the leave of absence shall be in installments commencing one month following the start of the leave of absence, being applied equal to one-twelfth of the monies held by the Board for the participant, determined at the beginning of the leave of absence. In no event shall payment be made more frequently than monthly and all of the Deferred Compensation Amount will be paid to the participant no later than the end of the first taxation year of the year that commences after the end of the deferral period.
- c. Amount of Payment During Leave  
The total of the payments to be made to a participant in accordance with Clause 28.4.b during a leave of absence shall be the Deferred Compensation Amount retained by the Board, but less any monies required by law to be paid by the Board for or on behalf of a participant, and any other required withholdings. The participant shall not receive any salary from the Board during the leave other than the Deferred Compensation Amount.
- d. Sick Leave  
A participant shall not accumulate sick leave credits during the leave of absence.
- e. Benefits and Superannuation  
During the leave of absence benefits, premium sharing, and contributions to the BC Teachers' Pension Plan shall be as provided for eligible teachers on deferred salary leave under the Collective Agreement.



f. Board's Right to Defer Leave

If the Board is unable to obtain a suitable replacement for a participant for the period of a leave of absence specified in the Memorandum of Agreement, the Board, upon not less than six (6) months notice prior to the scheduled date for the commencement of the leave, may in its discretion defer the leave of absence on one occasion only for one (1) year provided that, in any event, the leave of absence commences not more than six (6) years after the salary deferral commences. In such case, the participant may choose to remain in the Plan or may withdraw from the Plan.

g. Participant's Right to Defer Leave

Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Superintendent given not less than six (6) months notice prior to the scheduled date for the commencement of the leave, postpone such leave for one (1) year, provided that, in any event, the leave of absence commences not more than six (6) years after the deferral commences.

h. Leave of Absence

Subject to Clause 28.4.f and Clause 28.4.g of this Plan, the leave of absence shall immediately follow the deferral period.

i. Return to Employment

The participant's return to teaching shall be in accordance with the Collective Agreement. The participant will, in any event, return to employment with the Board for a period not less than the period of the leave of absence.

#### **G.28.5 Suspension from Participation in the Plan**

a. Notice to Suspend

A participant may on one occasion while they are participating in the Plan give notice to the Board stating that the participant wishes to suspend their participation in the Plan for a period of one year as at September 1 which immediately follows such notice, in which case the Board shall pay the current compensation amount to the Participant as if they were not participating in the Plan for such year, but the amounts previously retained by the Board and interest thereon in accordance with Clause 19.3.c (but less all interest paid to the Participant in accordance with Clause 19.4.e) shall continue to be held by the Board until the participant withdraws from the Plan or takes a leave of absence.

b. Re-Instatement

If a participant has given notice in accordance with Clause 28.5.a, the participant's participation in the Plan shall be reinstated commencing on September 1 which immediately follows the year in which their participation has been suspended.

#### **G.28.6 Withdrawal**

a. Termination of Employment

A participant who ceases to be employed by the Board also terminates participation in the Plan.

b. Withdrawal from Plan

A participant may withdraw from the Plan upon giving written notice of withdrawal not less than six (6) months prior to the date on which the leave of absence is to commence.

c. Payment

Upon termination of employment and/or withdrawal from the Plan, the Board shall pay to the participant the Deferred Compensation Amount, including any unpaid interest, within sixty (60) days or, at the option of the participant, at a later date but no later than the end of the first taxation year that commences after the end of the deferral period. Upon such payment being made the Board shall have no further liability to the participant.

d. Upon Death

Should a participant die, the Board shall within sixty (60) days of notification of such death pay any Deferred Compensation Amount retained at the time of death to the participant's estate, subject to the Board receiving any necessary clearances and proofs normally required for payment to estates.

**G.28.7 Termination or Amendment of Plan**

- a. The Plan may be amended in accordance with the Collective Agreement.
- b. The Plan may be terminated in accordance with the Collective Agreement.
- c. No amendment shall be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

**G.28.8 General**

Administration

The Schedule "C" Fee Agreement [see Local Letter of Understanding No. 1C] between the Board and the Trustee applies to the Plan. Fees required to be paid under the Fee Agreement shall be paid in accordance with the Collective Agreement.

**ARTICLE G.29: PERSONAL LEAVE WITHOUT PAY**

G.29.1 After three (3) years of teaching service in the District, a teacher may be granted personal leave without pay for any reason acceptable to the Board for one (1) school year.

G.29.2 A teacher wishing to take personal leave without pay during the next school year must apply in writing to the Superintendent by April 30 of the current school year so the Board may notify the teacher of its decision by May 20 of the same year.

G.29.3 A teacher granted a personal leave is entitled to participate in medical life benefits, if the teacher pays 100% of the premiums in advance.

G.29.4 A teacher granted a personal leave without pay must notify the Superintendent in writing of their intention to return to the District by May 15 of the leave year. If such notification is not received, the teacher will be deemed to have resigned.

## **SECTION H: DEFINITION OF TERMS AND LETTERS OF UNDERSTANDING**

### **ARTICLE H.1: DEFINITIONS OF TERMS**

- H.1.1 The term “Agreement” shall mean this entire Collective Agreement.
- H.1.2 The term “Union” shall mean the Vancouver Island West Teachers’ Union.
- H.1.3 The term “Board” shall mean the Board of Education, School District No. 84 (Vancouver Island West). It is understood that the Board delegates administrative functions to the Superintendent and other administrative staff.
- H.1.4 A “teacher” means a person holding a valid teaching certificate issued by the Teacher Regulation Branch of British Columbia, and is appointed by the Board.
- H.1.5 For the purpose of this Agreement “daily rate” shall mean 1/195th of the teacher’s annual salary.
- H.1.6 The terms “recall” and “re-engagement” shall mean the same.

## **LOCAL LETTERS OF UNDERSTANDING**

### **LOCAL LETTER OF UNDERSTANDING NO. 1A: DEFERRED SALARY LEAVE PLAN (Also known as Self-Funded Leave)**

THE BOARD AND THE UNION AGREE:

#### **SCHEDULE “A”**

[See Article G.28: Deferred Salary Leave]

**LOCAL LETTER OF UNDERSTANDING NO. 1B: DEFERRED SALARY LEAVE PLAN  
(Also known as Self-Funded Leave)**

THE BOARD AND THE UNION AGREE:

**SCHEDULE "B"  
SELF-FUNDED LEAVE PLAN TRUST AGREEMENT**

[See attached.]

TRUST AGREEMENT

THIS AGREEMENT made as of the 1<sup>st</sup> day of March, 2007.

BETWEEN:

SCHOOL DISTRICT NO. 84 (VANCOUVER ISLAND WEST), a corporation duly incorporated pursuant to the laws of the province of British Columbia and having its Head Office in Gold River, in the Province of British Columbia,

(hereinafter referred to as the "Company")

-and-

CONCENTRA TRUST, a trust company duly incorporated pursuant to the laws of Canada and having its Head Office at the City of Saskatoon, in the Province of Saskatchewan.

(hereinafter referred to as the "Trustee")

(collectively the "parties" and individually the "party")

WITNESSES THAT WHEREAS:

- A. The Trustee carries on business as a trust company in Canada.
- B. The Company has created a Self-funded Leave Plan ("the Plan") for certain of its employees.
- C. The Company wishes to appoint the Trustee to hold the Funds of the Plan in trust under the terms and conditions set forth herein (the "Agreement").

NOW THEREFORE, in consideration of the premises and other good and valuable consideration (the sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement, including the preamble and the schedules hereto, unless the context otherwise requires:

- (a) "Plan" means the Self-funded Leave Plan created by the Company for its Participants, which Plan is attached hereto as "Exhibit A";
- (b) "CRA" means Canada Revenue Agency;
- (c) "Effective Date" means the day and year first above written;
- (d) "Funds" means such sums of money and such property acceptable to the Trustee or its agent, as shall from time to time be paid or delivered to the Trustee or its agent and the investments, proceeds, earnings and profits thereon.

Concentra Trust  
DSLTP Trust Agreement  
(07-01-09) v. 1.0

- (e) "Investment" means any of the investments which are authorized by the Company under this Agreement;
- (f) "Participant" means a person for whose benefit the Trust Fund is established, on whose behalf amounts have been deposited or transferred, or for whose benefit the Trustee has received the deposit or transfer of investments, a list of whom is attached hereto as "Exhibit B";
- (g) "Renewal Term" means a period of one year commencing on the expiry date of the immediately preceding Term or Renewal Term, as the case may be;
- (h) "Laws" means the *Income Tax Act* (Canada) and the regulations thereto (the "ITA"); the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and the regulations thereto and the *Personal Information Protection and Electronic Documents Act* and the regulations thereto and all other applicable legislation, regulations and best practices;
- (i) "Term" means the period of one year commencing on the Effective Date;
- (j) "Trust Fund" means the trust fund as defined by Article 2.01 below.

#### Article 2 – Trust Fund

- 2.01 The Company hereby establishes with the Trustee or its agent the Trust Fund. The Trust Fund shall hold the Funds and shall be held by the Trustee in trust and be administered in accordance with the provisions of this Agreement. At no time shall any part of the Trust Fund be used for or diverted to purposes other than those pursuant to the terms of this Agreement and the Plan. The Trust Fund shall have a fiscal year corresponding to the calendar year.

#### Article 3 – Appointment of Trustee, Term and Termination

- 3.01 The Company hereby appoints the Trustee to perform the services specified herein for the Term, commencing on the Effective Date. The Trustee hereby accepts the said appointment and confirms that in performing the services specified herein, it acts solely in its capacity as trustee hereunder and not in its personal capacity.
- 3.02 Upon the expiry of the Term, this Agreement shall automatically renew for the Renewal Term and thereafter for successive Renewal Terms until this Agreement is terminated in accordance with Article 3.03.
- 3.03 The Trustee may terminate this Agreement and resign upon giving at least 90 days prior written notice to the Company, unless such notice shall be waived by the Company. The Company may terminate this Agreement and remove the Trustee upon giving at least 90 days prior written notice to the Trustee, unless such notice shall be waived by the Trustee.
- 3.04 In the event of the termination of this Agreement and resignation or removal of the Trustee for any reason, the Company shall, within 60 days, appoint a new trustee as trustee of the Plan and shall execute a written release of liability of the Trustee, in a form acceptable to the Trustee.

#### Article 4 – Payment of Trustee

- 4.01 All expenses incurred in the operation and administration of the Plan and this Agreement, including the Trustee's compensation for the performance of its duties hereunder and its related expenses as set forth in the attached "Exhibit C" ("Fee Schedule"), and additionally agreed to

Concentra Trust  
DSL/P Trust Agreement  
(07-01-09) v. 1.0

between the Trustee and the Company shall be the responsibility of the Company. All Trustee fees and expenses are a first charge on the Funds and Trust Fund.

- 4.02 The Trustee shall be exempt from the giving of any bond or security in connection with this Agreement.
- 4.03 If this Agreement is terminated for any reason, the Trustee or its agent shall deliver to the Company, or at the Company's direction to a successor trustee, all of the Funds in the Trustee's possession, or in its agents' possession; provided that the Trustee or its agent shall not be required to make delivery until it has received full payment of all fees, costs and expenses payable hereunder, including any costs or expenses that may arise out of such termination and delivery.
- 4.04 If the Company fails to make payment upon invoice to the Trustee for any reason, the Trustee shall have the right to immediately recover its costs from the Trust Fund.

#### Article 5 – Duties of the Trustee

- 5.01 The Trustee intends to appoint an agent to conduct all administrative functions as may be reasonably and legally delegated by the Trustee and will provide written notification to the Company of the name and address of the agent within 15 days of such appointment. The Trustee will personally select the agent and will be satisfied of the agent's suitability to perform the tasks and responsibilities that are delegated to the agent. The Trustee will carry out reasonable and prudent monitoring of the performance of the agent.
- 5.02 The Trustee shall, as necessary, communicate with CRA to ensure proper operation of this Agreement and the terms of the Plan as set forth in Exhibit A.
- 5.03 The Trustee or its agent shall, from time to time, on the written directions of a duly authorized officer of the Company or of a duly authorized representative of a committee so designated by the Company's board of directors, make payments out of the Trust Fund, to such persons, in such manner and in such amounts as may be specified in the directions to the Trustee. Upon such payment being made, the amount thereof shall no longer constitute part of the Trust Fund. In each instance, the written directions shall include a certification to the Trustee or its agent that such directions are in accordance with the terms of the Plan, and the Trustee or its agent shall be entitled to rely upon such certification.
- 5.04 The Trustee or its agent shall invest and reinvest all moneys and assets received by it as directed in writing by the Company in section 5.03 above.
- 5.05 The Trustee or its agent shall be deemed to have all the powers requisite and necessary to enable it to manage all moneys and assets received and held by it and to perform its duties in accordance with this Agreement and for greater certainty, but not so as to limit the generality of the foregoing, is hereby authorized and empowered:
  - i) to retain any Funds contributed to the Trust Fund which are acceptable to the Trustee for the purposes of the Trust Fund;
  - ii) generally to exercise any of the powers of an owner with respect to Funds and/or Investments held by the Trustee or its agent and, in particular, but without limiting the generality of the foregoing, to exercise any right there may be to give powers of attorney, with or without powers of substitution;

Concentra Trust  
DSL/P Trust Agreement  
(07-01-09) v. 1.0



- iii) when instructed to do so by the Company, to commence, maintain, defend, adjust and settle suits and legal proceedings, and to represent the Trust Fund at any such suits or proceedings, provided that the Trustee shall not be obliged or required to do so unless it has been first indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by it, and the Company agrees to so indemnify the Trustee promptly in writing in a form acceptable to the Trustee. Any legal costs incurred or anticipated will be paid in advance from the Funds and Trust Fund.
- 5.06 The Trustee or its agent may, from time to time, hold un-invested moneys and pay such interest thereon as may from time to time be payable, in accordance with the Trustee's or the agent's cash balance interest rate.
- 5.07 The Trustee or its agent shall not be held liable for the making, retention or sale of any investment made by it nor for any loss to or diminution of the trust, except due to its own gross negligence or willful misconduct.
- 5.08 The Trustee or its agent shall be under no duty to enforce the payment to it of any monies and shall not be held liable for the adequacy of the monies held by it unless any shortfall arises as a result of the Trustee's own willful misconduct or gross negligence.
- 5.09 The Trustee or its agent shall keep appropriate accounts and records. Such accounts and records shall be open to inspection and audit at all reasonable times by any person or persons designated in writing by the Company and communicated to the Trustee and its agent in writing no less than 5 business days prior to inspection or audit. No employee and no persons, other than those designated in writing, as provided to the Trustee by the Company, shall have the right to demand or be entitled to any accounting from the Trustee or its agent, except as provided for by law.
- 5.10 Within sixty (60) days following the last day of the fiscal year of the Trust Fund, and within sixty (60) days following the resignation or retirement of the Trustee, the Trustee or its agent shall provide to the Company a statement of account showing all investments, receipts and disbursements during the accounting period. Statements of account shall be prepared in such form showing such details as may from time to time be mutually agreed by the Company and the Trustee.
- 5.11 The Trustee will promptly notify the Company upon the receipt or notice of any assignment or attempted assignment, whether voluntary or involuntary, as well as any receipt or notice of seizure, garnishment or any process of law or execution in respect of any benefit payable pursuant to this Agreement.
- 5.12 Notwithstanding anything to the contrary herein, the Trustee shall not be responsible for and shall assume no liability for the responsibilities of the Company enumerated in Article 6 or the manner in which the Company shall carry out the same.
- 5.13 The Trustee may appoint and retain such counsel, accountants, auditors, appraisers and other experts and advisors as it may require for the purposes of discharging its duties hereunder. The Trustee may act and rely and shall be protected when relying and acting in good faith on the opinion and advice of or information obtained from counsel, accountants, auditors, appraisers and other experts and advisors, in relation to any matter arising in the performance of its duties herein, provided that the Trustee has acted with reasonable care in the selection of such person.
- 5.14 The Trustee shall be entitled to rely and act upon any document or instrument furnished to it by the Company and purporting to have been executed or issued by the Company or its authorized officers, without ascertaining whether the persons who executed or issued said writing have the authority to do so and without being required to certify compliance with or waive any

Concentra Trust  
 DSLP Trust Agreement  
 (07-01-09) v. 1.0

requirement essential to the authenticity, validity or effectiveness of such writing or upon the truth and acceptability of any information contained therein.

- 5.14 The Trustee shall conduct its obligations hereunder reasonably, honestly, in good faith and in the best interests of the Participants (“Standard of Care”).

Article 6 – Duties of the Company

- 6.01 The Company shall designate a competent representative as a point of contact to liaison with the Trustee. The Company shall provide all Participant liaison and shall answer any and all questions of Participants in a timely manner. The Company shall at all times, fully, completely and effectively co-operate with the Trustee and its agent to enable the Trustee to fulfill its duties and responsibilities hereunder, including providing the Trustee and its agent with any requested information pertaining to Participants, Participating Employers and the Plan.
- 6.02 The Company shall maintain records of all personal or personally identifying information required under the Laws with respect to each Participant and Participating Employer in accordance with applicable federal and provincial privacy laws. The Company will comply with the requirements of the *Proceeds of Crime (Money Laundering and Terrorist Financing) Act* (Canada) as may be applicable.
- 6.03 The Company shall execute and maintain resolutions of the Directors of the Company certified to the Trustee by the Secretary of the Company under the corporate seal for each action or direction requested of the Trustee by the Company, and shall provide copies of each resolution to the Trustee upon request.
- 6.04 The Company shall provide specific written directions to the Trustee and its agent in a timely manner for any payments out of the Trust Fund and at the same time shall provide a written certification to the Trustee and its agent that such directions are in accordance with the terms of the Plan, and the Trustee and its agent shall be entitled to rely upon such certification.
- 6.05 The Company will promptly notify the Trustee upon the receipt or notice of any assignment or attempted assignment, whether voluntary or involuntary, as well as any receipt or notice of seizure, garnishment or any process of law or execution in respect of any benefit payable pursuant to this Agreement.
- 6.06 The Company will promptly provide to the Trustee: written notice of any changes to the Plan; notice of new Participants; and payment of all costs and fees of the Trustee as set forth in article 4 above.
- 6.07 Except as otherwise provided in the Plan, the Company shall have exclusive authority to determine the rights of an employee or retired employee or the beneficiary or personal representative of an employee or retired employee to participate in benefits under the provisions of the Plan.
- 6.08 Within sixty (60) days from the date of mailing of the Trustee’s statement of its accounts, the Company shall, without limitation, forever release and discharge the Trustee from any liability or further accounting with reference to the period for which such accounts have been prepared. If there is a dispute on the part of the Company with respect to any such statement of account, the Company must provide specific details of the disputed acts or transactions, within such sixty (60) day period, to the Trustee or its agent in the form of a written statement setting forth the Company’s exceptions or objections.

Article 7 - Indemnity

- 7.01 The Company shall indemnify and hold harmless the Trustee, its directors, officers, employees and agents, from and against any and all losses, damages, liabilities, penalties, levies, assessments, costs, expenses and disbursements, including any and all legal fees (on a solicitor and own client basis) (the "Loss") as invoiced to or incurred by the Trustee, of any kind or nature whatsoever, which may at any time be alleged, suffered by, imposed on, or incurred by the Trustee, howsoever arising from, out of, in connection with, or as a result of:
- (a) any suit or claim, including frivolous or vexatious claims, brought or commenced against the Trustee by any Participant of the Plan, Participating Employer, CRA or any other person arising from the failure of the Company to perform the duties and services required of the Company under this Agreement;
  - (b) any act, omission or error of the Trustee in connection with its acting as trustee hereunder unless the same constitutes a breach of the terms of this Agreement or is a result of the Trustee's willful misconduct or gross negligence; and
  - (c) any other act or thing done or omitted to be done by, or any error by, the Company and their respective directors, officers, employees, agents, delegates and assigns.
- 7.02 The Trustee shall not incur liability, or be in any way responsible, for any breach on the part of the Company or its respective agents relating to the Company's duties and obligations under this Agreement. The Trustee shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted excepting only for its own gross negligence or willful misconduct, and in that event shall be liable only to the extent of the amount of Funds in the Trust Fund as at the date of liability assessment by a court of competent jurisdiction.
- 7.03 Any expenses incurred by the Trustee and fees owed to the Trustee pursuant to the administration of its duties hereunder shall constitute a first charge upon the Trust Fund unless paid by the Company. All taxes, assessments or legal costs charged against the Plan will be the responsibility of and shall be paid out of the Trust Fund.
- 7.04 The Company shall, within 15 days of knowledge of any potential or real Loss, provide to the Trustee in writing a detailed description of the circumstances of the Loss.

Article 8 – Notice

- 8.01 Any notice or direction required or permitted to be given under this Agreement shall be in writing and may be given by delivering, sending by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail posted in Canada, the notice or direction to the following address or number:

If to the Trustee, for directions and other administrative communications, to:

Concentra Trust  
333 - 3rd Avenue North  
Saskatoon, Saskatchewan S7K 2M2  
Attention: Corporate Trust Department  
Facsimile: (306) 652-7345  
Email: corporatetrust@concentrafinancial.ca

If to the Trustee, for notices and other non-administrative communications, to:

Concentra Trust  
333 - 3rd Avenue North

Concentra Trust  
DSLTP Trust Agreement  
(07-01-09) v. 1.0

Saskatoon, Saskatchewan S7K 2M2  
Attention: Vice-President/Corporate Secretary  
Facsimile: (306) 652-7614  
Email: corporate.secretary@concentrafinancial.ca

If to the Company, to:

School District No. 84 (Vancouver Island West)  
Box 100 Highway 28  
Gold River, BC V0P 1G0  
Attention: Secretary Treasurer  
Phone: (250) 283-2241  
Facsimile: (250) 283-7352

(or to such other address or number as any party may specify by notice in writing to another party). Any notice delivered or sent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy on a business day shall be deemed conclusively to have been effectively given on the day the notice was delivered, or the transmission was sent successfully to the number set out above, as the case may be, and, if not delivered on a business day, shall be deemed conclusively to have been effectively given on the next following business day. Any notice sent by prepaid regular mail shall be deemed conclusively to have been effectively given on the fourth business day after posting; but if at the time of posting or between the time of posting and the fourth business day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice shall not be effectively given until actually delivered.

#### Article 9 - General

- 9.01 The failure of the Company or the Trustee to exercise any right, power or option given to it hereunder or to insist upon the strict compliance with any of the terms or conditions hereof shall not constitute a waiver of any provision of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by the Company or the Trustee of strict compliance by the other with all of the other provisions hereof.
- 9.02 This Agreement shall not be assigned by either party without the prior written consent of the other except as expressly provided herein. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. For greater certainty, any body corporate into or with which the Trustee may merge, consolidate or amalgamate, or any body corporate succeeding to the trust business of the Trustee shall, upon notice thereof to the Company, be deemed to be the successor to the original Trustee hereunder without any further act on the part of any of the parties hereto, provided that any such successor trustee is a trust company incorporated under the laws of a Province of Canada or the laws of Canada.
- 9.03 Any Exhibits referenced herein are incorporated into and form part of this Agreement. The provisions herein contained, including those of the Exhibits, constitute the entire Agreement between the parties and supersede all previous communications, representations, and agreements, whether oral or written, between the parties with respect to the subject matter hereof
- 9.04 Notwithstanding anything to the contrary herein, the parties expressly agree that where there are any inconsistencies between this Agreement and the Plan, the terms of the Plan as set forth in Exhibit A will govern and supersede the terms of this Agreement, but the absence from the Plan of any term contained in this Agreement will not be deemed an inconsistency.


Concentra Trust  
DSLFP Trust Agreement  
(07-01-09) v. 1.0

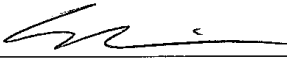
- 9.05 If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision shall be severed from and shall not affect any other covenant or other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.
- 9.06 This Agreement shall be governed by and construed in accordance with the laws of Saskatchewan and the laws of Canada applicable therein, and the parties hereby attorn to the non-exclusive jurisdiction of the Courts of competent jurisdiction of Saskatchewan in any proceeding hereunder.
- 9.07 Time shall be of the essence in this Agreement.
- 9.08 Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 9.09 This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original; all executed counterparts taken together shall constitute one agreement.
- 9.10 The following articles will survive termination of this Agreement for any reason: Articles 3.04, 4, 5.07, 5.08, 5.12, 6.05, 6.06, 6.08 and 7.
- 9.11 The parties have expressly accepted that this Agreement and all documents and notices relating hereto be drafted in English. *Les parties aux présentes ont accepté que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.*

Signatures to Follow

IN WITNESS WHEREOF the Trustee has executed this Agreement by their duly authorized representatives in that regard as of the date first above written.

**CONCENTRA TRUST**


Per:   
Authorized Signatory: G. Keen, Specialist, Trustee Services

Per:   
Authorized Signatory: Shawn Baier  
Manager, Trust Administration

IN WITNESS WHEREOF the Company has executed this Agreement by their duly authorized representatives in that regard as of the date first above written.

**SCHOOL DISTRICT NO. 84 (VANCOUVER ISLAND WEST)**

Per:   
Authorized Signatory:

Per:   
Authorized Signatory:

**LOCAL LETTER OF UNDERSTANDING NO. 1C: DEFERRED SALARY LEAVE PLAN  
(Also known as Self-Funded Leave)**

THE BOARD AND THE UNION AGREE:

**SCHEDULE “C”**

**FEE SCHEDULE FOR THE ADMINISTRATIVE AND  
RECORD-KEEPING SERVICES FOR THE  
DEFERRED SALARY LEAVE PLAN**

[See attached.]

## 1. INVESTMENT OPTIONS

CUMIS GENERAL FUND	IMF (%)
CUMIS Retirement Security Fund	1.20%

## 2. ADMINISTRATIVE SERVICES

Charges – The following fees for the plans are calculated and charged to the client unless otherwise specified.

### a) Plan Set-up

- Plan Set-up Fees - New Plans Waived

### b) Administration Fees

- on the value of the plans total assets Included in IMF

### c) Recordkeeping Fees (RK)

- Deferred Salary Leave Plan \$50.00/member/year

### d) Transaction Fees

- Periodic payments \$1.25/payment/member
- Annual Income Payout Included in RK fee

### e) Plan Amendment Fees

- Routine plan amendments no charge
- Amendments required due to legislation assessed on work required
- Customized wording requests \$100/hr minimum \$500

### f) Plan Termination Fees

- Plan Wind-up – Not continuing \$500/plan, plus \$25.00/member
- Continuing Plan – Asset Transfer to new carrier \$100/plan, plus \$10/member

## RETIREMENT SERVICES



**g) Trustee Fees**

- Annual Trustee Fee – Act as Trustee for Plan                      Included in IMF

**h) Miscellaneous Fees: - Initial Plan Set-up**

\$100/hour, minimum \$500, plus all necessarily incurred expenses (including legal fees, if required) for negotiation and preparation of customized Trust Agreement

*The information contained herein is proprietary to CUMIS Life Insurance Company. No reproduction, duplication or distribution to any other party, other than whom this confirmation is intended, is allowed.*

**PRINCIPAL  
RETIREMENT SERVICES**

LOCAL LETTER OF UNDERSTANDING NO. 1D: DEFERRED SALARY LEAVE PLAN

(Also known as Self-Funded Leave)

THE BOARD AND THE UNION AGREE:

SCHEDULE "D"

MEMORANDUM OF AGREEMENT

I have read the terms and conditions of the Self-Funded Leave Plan and Article G.9 and understand the same and I agree to participate in the Plan under the following terms and conditions:

1. **Enrolment**

My enrolment in the self funded leave plan shall commence \_\_\_\_\_, 20\_\_\_\_ .

2. **Number of Years of Participation**

I shall participate in the plan for \_\_\_\_\_years (not to exceed five (5) years), and my leave of absence shall immediately follow thereafter but subject to the provisions of paragraph 3 below.

3. **Period of Leave**

In accordance with Clause 19.4 of the Plan, I shall take my leave of absence from \_\_\_\_\_, 20\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_, (not to be less than twelve (12) consecutive months) but I shall have the right in accordance with Clause 19.4.g of the Plan to postpone such leave for twelve (12) months and the Board shall have the right, in accordance with Clause 19.4.f of the Plan, to defer such leave for twelve (12) months.

4. **Funding of Leave of Absence**

In accordance with Clause 19.3.a of the Plan, I direct that the Board withhold \_\_\_\_\_per cent (not to exceed thirty-three and on third (33 <sup>1/3</sup> ) per cent) of my current compensation amount during my participation in the plan.

I understand that I may, by written notice given to the Board one (1) month prior to July 1 in any year alter the percentage amount for the next or subsequent years.

5. **Return to Employment**

I understand I must return to employment with the Board for a period of time not less than one year.

\_\_\_\_\_

Date

\_\_\_\_\_

Teacher

AGREED TO BY THE BOARD:

\_\_\_\_\_

Date

\_\_\_\_\_

Superintendent of Schools

# PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

## LETTER OF UNDERSTANDING No. 1

### BETWEEN:

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

### AND

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### 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

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

### **Housekeeping – Form Issues**

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

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

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

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

1. Determination of Salary
  1. *Placement on Scale*
  2. *Salary Review*
  3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
  4. *Classification of Salary for Letters of Permission*
  5. *New Positions, Reclassification*
  6. *Experience Recognition*

2. Salary Scale
  1. *Category Addition*
  2. *Category Elimination*
3. Payment of Salary
  1. *Increment Dates*
  2. *Withholding*
  3. *Error in Salary – Adjustments*
  4. *Part Month Payments and Deductions including Schedule*
  5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
  1. *Full time and continuing teachers*
  2. *Part Time and temporary or term teachers*
  3. *Teachers Teaching on Call*
  4. *Summer School and Night School Payment*
  5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One-Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits
13. Payment for Work Beyond Regular Work Year
  1. *Counsellors Working Outside School Calendar*
  2. *Night School Payments*
  3. *Summer School Payments*
  4. *Salary – Payment for Additional Days*
  5. *Not Regular School Days*
14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

## **Section C – Employment Rights**

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

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*



<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 B)
10. Parental Complaints, Public Complaints

## **Section F – Professional Rights**

1. Professional Development Committee as related to funding control (Note: see also Addendum C)
2. Committees
  1. *Professional Relations/Labour management*
  2. *Parent Advisory Council*
  3. *Joint Studies Committee*
  4. *Professional Development Committee (Note: see also Addendum C)*
  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.

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

**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.

Signed this 25<sup>th</sup> day of October 1995

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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.

Signed this 11<sup>th</sup> day of December 1996.

**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:

Teacher Assistants:

Teacher Assistants language shall, for all purposes, remain as a local matter pursuant to the Letter of Understanding signed between the parties as at May 31, 1995 save and except that language which concerns the use of teacher assistants as alternatives for the reduction of class size and/or the pupil/teacher ratio shall be designated as a provincial matter.

Professional Development:

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

Signed this 23rd day of April 1997.

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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.

Signed this 7<sup>th</sup> day of October 1997.

**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

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

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

**BETWEEN**

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

**AND**

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

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

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

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Not applicable in SD 84 (Vancouver Island West)

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

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

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

Not applicable in SD 84 (Vancouver Island West)



## LETTER OF UNDERSTANDING No. 4

**BETWEEN:**

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION**

**AND**

**BRITISH COLUMBIA TEACHERS' FEDERATION**

### **Re: Employment Equity – Indigenous Peoples**

The parties recognize that Indigenous Peoples are underrepresented in the public education system. The parties are committed to redressing the under-representation of Indigenous Peoples in the workforce and therefore further agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner under section 42 of the *Human Rights Code* to obtain approval for a "special program" that would serve to attract and retain Indigenous employees.
2. They will encourage and assist boards of education and local teachers' unions to include a request to grant:
  - a. priority hiring rights to Indigenous applicants; and
  - b. priority in the post and fill process and layoff protections for Indigenous employees in applications to the Office of the Human Rights Commissioner.
3. The parties' support for special program applications is not limited to positions funded by targeted Indigenous Education Funding.
4. The provincial parties will jointly develop communications and training which will support the application for and implementation of special programs in districts. As part of the communications and training initiative, the parties will develop an Implementation Guide to be shared with boards of education and local teachers' unions.
5. The provincial parties will meet to initiate this work within three (3) months of ratification of this agreement (or other time period as mutually agreed to) with the goal of completing the Implementation Guide and a plan for communications and training within one (1) year.

Signed this 28<sup>th</sup> day of October, 2022

## 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.

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

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of \$2,761 effective July 1, 2022 upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of \$2,761 effective July 1, 2022 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.

#### **2. Joint Remote Recruitment and Retention Review Committee**

The parties agree to establish a committee within six (6) months of the conclusion of the 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by BCTF and up to three (3) representatives appointed by BCPSEA.

The committee will review:

- a. the 2008 criteria used to establish Schedule A;
- b. current demographics and data related to implementation of LOU 5;
- c. cost implications of potential future changes to LOU 5;
- d. current data related to remote recruitment and retention;

The parties agree to complete the work of the committee January 1, 2024 (or other period as mutually agreed to).

Signed this 28<sup>th</sup> day of October, 2022

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

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

School Name	Town/Community
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**05 - Southeast Kootenay (only part of district approved)**

Jaffray Elementary	Jaffray
Grasmere	Grasmere
Elkford Secondary School	Elkford
Rocky Mountain Elem School	Elkford
District Learning Centre – Elkford	Elkford
Sparwood SS	Sparwood
Frank J Mitchell	Sparwood
Mountain View Elementary	
Fernie Sec School	Fernie
Isabella Dickens	Fernie
District Learning Centre – Fernie	Fernie
District Learning Centre - Sparwood	Sparwood

**06 - Rocky Mountain (entire district approved)**

**08 - Kootenay Lake (entire district approved)**

**10- Arrow Lake (entire district approved)**

**20 - Kootenay Columbia (entire district approved)**

**27 - Cariboo Chilcotin (only part of district approved)**

Anahim Lake	Anahim Lake
Tatla Lake Elem and Jr Sec	Tatta Lake
Forest Grove Elementary	
Alexis Creek	Alexis Creek
Likely Elem	Likely
Naghtaneqed Elem	Nemiah
Dog Creek Elem Jr Sec	Dog Creek
Big Lake Elem	Big Lake
Bridge Lake Elem	Bridge Lake
Horsefly Elem	Horsefly
Buffalo Creek Elem	Buffalo Creek

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

Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko
Wells Elem	Wells
Kersley Elem	Kersley

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

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

## LETTER OF UNDERSTANDING No. 6

### BETWEEN

### BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

### AND

### BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

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

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

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

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

## **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.

[\* Note: effective November 30, 2022, initiation of sick leave and seniority verification process was increased from 90 days to 120 days.]

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

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

\* Note: effective November 30, 2022, initiation of sick leave and seniority verification process was increased from 90 days to 120 days.

## **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 March 26, 2020

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

## 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 September 1, 2022, 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, VEAES]<sup>1</sup> / SD No. 39 (Vancouver)
  - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)

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

8. The local unions representing all members in the school districts in paragraphs 7.a and 7.b may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the Collective Agreement.

Signed this 26<sup>th</sup> day of November, 2012

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

## Appendix A to Letter of Understanding No. 9

Benefit Provision	Provincial Extended Health Benefit Plan
Reimbursement	80% until \$1,000 paid per person, then 100%
Annual Deductible	\$50 per policy
Lifetime Maximum	Unlimited
Coverage Termination	June 30 <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 Note: Coverage includes Dexcom Continuous Glucose Monitor

<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; effective January 1, 2023: \$1,000
Massage therapist	\$900 per year; effective January 1, 2023: \$1,000
Physiotherapist	\$900 per year; effective January 1, 2023: \$1,000
Counselling Services	\$900 per year; effective January 1, 2023: \$1,200
Speech therapist	\$800 per year
Acupuncturist	\$900 per year; effective January 1, 2023: \$1,000
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 Beaverdell and Big White Elementary Schools**

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.

*Renewed with housekeeping 28<sup>th</sup> day of October, 2022*



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

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

Signed this 22<sup>nd</sup> day of April, 2015

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

**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, \_\_\_\_\_.

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

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

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

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

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

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

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

This constitutes my written notice under LOU No. 16(c) of the Collective Agreement that I,  
\_\_\_\_\_ wish to transfer my eligible TTOC experience credits earned under  
Article C.4 (up to and including November 15, \_\_\_\_\_) to that of the applicable previous local  
Collective Agreement increment language for continuing and/or temporary employees. Transfer of these  
experience credits shall take place and be effective December 31, \_\_\_\_\_.

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

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

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

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

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

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

**LETTER OF UNDERSTANDING NO. 12**

**BETWEEN**

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

**AND THE**

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

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

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

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

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

**AND WHEREAS** this Letter of Understanding 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 2022-2025 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.

*Revised with housekeeping 28<sup>th</sup> day of October, 2022*

**LETTER OF UNDERSTANDING NO. 13**

**BETWEEN**

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

**AND THE**

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

**Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation**

The provincial parties commit to building respectful, productive, and meaningful relationships with Indigenous groups.

The parties agree to establish a committee within two (2) months of the conclusion of 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by the BCTF and up to three (3) representatives appointed by BCPSEA, unless mutually agreed otherwise.

Representatives from the First Nations Education Steering Committee (FNESC), and other organizations as agreed to by the parties, will be invited to participate. The scope of participation and scheduling of these representatives will be by mutual agreement of the parties.

The committee will:

1. Discuss ways that the parties can support:
  - a. *Declaration on the Rights of Indigenous Peoples Act* and specifically, the education commitments of the Declaration Act Action Plan;
  - b. Truth and Reconciliation Commission of Canada: Calls to Action
2. Review the Collective Agreement to identify ways to support the recruitment and retention of Indigenous teachers. The committee may mutually recommend to the provincial parties potential changes to the Collective Agreement.

Signed this 28<sup>th</sup> day of October, 2022

**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.

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

**LETTER OF UNDERSTANDING NO. 15**

**BETWEEN**

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

**AND THE**

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

**Re: Structural Review Committees**

**1. Tri-partite sub-committee to review the split-of-issues**

Further to Mediator Schaub's recommendation in his June 7, 2021 Section 53 Report, the parties agree to establish a sub-committee to review the split-of-issues between Provincial Matters and Local Matters.

The sub-committee will consist of equal representation from Provincial Government, BCPSEA, and BCTF. There will be no more than three (3) representatives from each party.

The sub-committee will commence within three (3) months of the conclusion of the 2022 provincial bargaining process.

The committee will provide their agreed to recommendations to the appropriate Ministers of the Provincial Government and their respective parties within two (2) months of their first meeting, or another period mutually agreed to.

**2. Review of local bargaining trial procedure**

The parties agree to review the 2022 Local Bargaining Procedure within six (6) months of the completion of the 2022 round of provincial collective bargaining, or another period as mutually agreed to by the provincial parties.

The parties may make determinations about an extension of the Procedure without prejudice to either party's ability to raise Letter of Understanding No. 1 *Re: Designation of Provincial and Local Matters* in provincial collective bargaining.

A committee of not more than three (3) BCPSEA and three (3) BCTF representatives will complete the review. The committee will conclude its work within two (2) months of the first meeting date, or another period as mutually agreed.

Signed this 28<sup>th</sup> day of October, 2022

**LETTER OF UNDERSTANDING NO. 16**

**BETWEEN**

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

**AND THE**

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

**Re: Benefits Improvements**

1. The parties agree to benefits improvements to the standardized Provincial Extended Health Benefits Plan in the following amounts, effective January 1, 2023:
  - a. add registered clinical counsellors and registered social workers to the existing Psychologist coverage and increase the combined total to \$1200 per year;
  - b. in Appendix A to LOU #9 (Re: Provincial Extended Health Benefit Plan), rename the grouping of "Psychologist" coverage to "Counselling Services";
  - c. include coverage for the Dexcom Continuous Glucose Monitor;
  - d. increase Chiropractic coverage to \$1000;
  - e. increase Massage Therapist coverage to \$1000;
  - f. increase Physiotherapist coverage to \$1000; and
  - g. increase Acupuncturist coverage to \$1000.

2. The parties further agree to enter into discussion around the allocation of:
  - a. Effective July 1, 2023 \$1,500,000 of ongoing money
  - b. Effective July 1, 2024 an additional \$2,000,000 of ongoing money

The allocation of benefits improvement funding may include the standardized provincial extended health plan, local dental plan provisions, and local dental plan levels of minimum coverage.

3. The parties will conclude benefit improvement discussion by no later than April 30, 2023.

Signed this 28<sup>th</sup> day of October, 2022

## LETTER OF UNDERSTANDING NO. 17

### BETWEEN

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

### AND THE

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

### **Re: Employment Equity – Groups That Face Disadvantage**

The parties support building a public education system workforce which reflects community diversity.

The parties recognize that Boards of Education may identify within their workforce the need to support groups who face disadvantage as recognized by the Office of the Human Rights Commissioner (e.g. racialized people, people with disabilities/disabled people, LGBTQ2S+ people, etc.).

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a "special program" that would serve to attract and retain employees from groups who face disadvantage.
2. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the group(s) the special program is intended to attract and retain.
3. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the position(s) to which the special program application should apply. The parties recognize that a special program application may be in relation to a specific position or program, or an overall hiring objective.
4. They will encourage and assist boards of education and local teachers' unions to include in applications to the Office of the Human Rights Commissioner a request to grant:
  - a. priority hiring rights to applicants from groups who face disadvantage; and
  - b. priority in the post and fill process for employees from groups who face disadvantage.
5. In conjunction with LOU No. 4, the provincial parties will jointly:
  - a. develop communications and training which will support the application for and implementation of special programs in districts; and
  - b. develop an Implementation Guide to share with boards of education and local teachers' unions.

Signed this 28<sup>th</sup> day of October, 2022



INDEX

**A**

ACCESS TO DISTRICT INFORMATION .....16  
ADOPTION.....74  
ADULT EDUCATION .....21  
AGREED UNDERSTANDING OF THE TERM TEACHER  
TEACHING ON CALL .....110  
ALLOWANCES.....30  
ALTERNATE SCHOOL CALENDAR .....44  
APPOINTMENTS .....54, 55  
ARTICLE G.1 PORTABILITY OF SICK LEAVE –  
SIMULTANEOUSLY HOLDING PART-TIME  
APPOINTMENTS IN TWO DIFFERENT DISTRICTS.120  
ASSIGNMENT .....58  
AUTONOMY .....65

**B**

BEGINNING TEACHERS .....62  
BENEFITS ..... 25, 29, 124, 126, 143  
BEREAVEMENT LEAVE .....68  
BILL 27 .....111  
BOARD PAYMENT OF SPEECH LANGUAGE  
PATHOLOGISTS’ AND SCHOOL PSYCHOLOGISTS’  
PROFESSIONAL FEES .....27  
BULLETIN BOARD .....16

**C**

CALENDAR .....45  
CARE OF DEPENDENT LEAVES .....74  
CATEGORY 5+ .....26  
CHILD CARE WORKERS .....62  
CLASS COMPOSITION AND INCLUSION .....41  
CLASS SIZE AND TEACHER WORKLOAD .....41  
COMMITTEE  
CURRICULUM IMPLEMENTATION.....64  
PROFESSIONAL DEVELOPMENT .....63  
SCHOOL STAFF .....15  
WORKING RELATIONS.....61  
COMMITTEE .....61  
COMMITTEE MEMBERSHIP .....8  
COMMUNITY SERVICE.....78  
COMPASSIONATE CARE LEAVE .....66  
CONTINUATION .....6  
CONTRACTING OUT .....17  
COPY OF AGREEMENT.....17  
CRITICAL ILLNESS LEAVE.....77  
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES.....71  
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU  
.....141  
CURRICULUM IMPLEMENTATION .....64

**D**

DEFINITION..... 83  
DISCIPLINE .....37  
DISCRETIONARY LEAVE.....77  
DISCRIMINATION.....60  
DISMISSAL ..... 37, 39  
DUE PROCESS .....61  
DUES DEDUCTION .....7  
DURATION OF SCHOOL DAY .....46

**E**

EDUCATION ASSISTANTS .....62  
EDUCATION SERVICES COLLECTIVE AGREEMENT ACT  
.....111  
EDUCATIONAL LEAVE .....76  
EI REBATE .....22  
ELECTED OFFICE .....78  
EMPLOYMENT EQUITY - GROUPS THAT FACE  
DISADVANTAGE .....144  
EMPLOYMENT EQUITY – INDIGENOUS PEOPLES... 113  
EMPLOYMENT RIGHTS .....32, 39  
EMPLOYMENT STANDARDS ACT LEAVES.....67  
EVALUATION .....34, 39, 56, 58, 59  
EXCLUSIONS FROM THE BARGAINING UNIT.....17  
EXPEDITED ARBITRATION .....11  
EXPERIENCE RECOGNITION .....27  
EXTRA-CURRICULAR ACTIVITIES .....47

**F**

FACILITIES .....16  
FALSELY ACCUSED EMPLOYEE ASSISTANCE.....60  
FIRST NATIONS CURRICULUM .....65  
FUNDING .....63

**G**

GRIEVANCE PROCEDURE .....8

**H**

HARASSMENT .....50  
HEALTH AND SAFETY .....49  
HOURS.....46  
HOUSING .....31

**I**

INDIGENOUS PEOPLES - EMPLOYMENT EQUITY .... 113

INSURANCE .....	45
-----------------	----

**J**

JURY DUTY.....	76
----------------	----

**L**

LAYOFF .....	35
LEAVE .....	12, 14, 17, 69, 78, 82, 84, 85, 95, 98
LEAVE FOR LOCAL NEGOTIATIONS.....	17
LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS	12
LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS ACT .....	13
LEAVE FOR UNION MEMBER.....	14
LEAVES OF ABSENCE .....	66
ADOPTION & LEGAL GUARDIANSHIP .....	74
BEREAVEMENT LEAVE .....	68, 77
CARE OF DEPENDENT .....	74
COMPASSIONATE CARE LEAVE .....	66
CRITICAL ILLNESS .....	77
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	71
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES LOU.....	141
DISCRETIONARY LEAVE .....	77
EDUCATIONAL LEAVE.....	76
ELECTED OFFICE & COMMUNITY SERVICE.....	78
EMPLOYMENT STANDARDS ACT LEAVES .....	67
JURY DUTY OR SUBPOENA.....	76
MATERNITY LEAVE.....	72
MATERNITY/PREGNANCY LEAVE SEB .....	71
PATERNITY- SHORT TERM.....	74
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST ..	122
REGULATORY BUSINESS PER TEACHERS ACT .....	13
SICK LEAVE.....	72
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES .....	70
TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE	70
UNPAID DISCRETIONARY LEAVE .....	69
LEGAL GUARDIANSHIP .....	74
LEGISLATIVE CHANGE .....	13
LETTERS OF UNDERSTANDING	
AGREED UNDERSTANDING OF THE TERM TEACHER TEACHING ON CALL.....	110
AGREEMENT REGARDING RESTORATION OF CLASS SIZE, COMPOSITION, RATIOS AND ANCILLARY LANGUAGE .....	133
APPENDIX A TO LOU NO. 9 (BENEFITS).....	126
ARTICLE C.2. – PORTING OF SENIORITY – SEPARATE SENIORITY LISTS .....	118
ARTICLE C.4 – TTOC EMPLOYMENT - FORM A TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST .....	131
ARTICLE C.4 – TTOC EMPLOYMENT - FORM B TEACHER NOTICE TTOC EXPERIENCE TRANSFER REQUEST .....	132

ARTICLE C.4 TTOC EMPLOYMENT - TTOC EXPERIENCE CREDIT TRANSFER WITHIN A DISTRICT .....	129
BENEFITS IMPROVEMENTS .....	143
COMMITTEE TO DISCUSS INDIGENOUS PEOPLES RECOGNITION AND RECONCILIATION .....	140
CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES	141
DESIGNATION OF PROVINCIAL AND LOCAL MATTERS .....	99
EMPLOYMENT EQUITY - GROUPS THAT FACE DISADVANTAGE .....	144
EMPLOYMENT EQUITY – INDIGENOUS PEOPLES	113
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS .....	120
PROVINCIAL EXTENDED HEALTH BENEFIT PLAN	124
RECRUITMENT AND RETENTION FOR TEACHERS AT BEAVERDELL AND BIG WHITE ELEMENTARY SCHOOLS.....	128
REVIEW OF LOCAL BARGAINING TRIAL PROCEDURE .....	142
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT .....	112
STRUCTURAL REVIEW COMMITTEE .....	142
TEACHER SUPPLY AND DEMAND INITIATIVES....	114
TRIPARTITE SUB-COMMITTEE TO REVIEW THE SPLIT-OF-ISSUES .....	142
LOCAL MATTERS.....	9

**M**

MAIL .....	16
MATERNITY LEAVE .....	72
MATERNITY/PREGNANCY LEAVE SEB .....	71
MEETINGS .....	48
MEMBERSHIP REQUIREMENT .....	7
MIDDLE SCHOOLS.....	43
MILEAGE AND INSURANCE.....	24
MISCONDUCT .....	37

**N**

NON-INSTRUCTIONAL DAYS .....	64
NON-SEXIST ENVIRONMENT .....	50

**O**

OPTIONAL TWELVE-MONTH PAY PLAN .....	24
--------------------------------------	----

**P**

PARENTHOOD .....	74
PART-TIME.....	29, 39
PART-TIME TEACHERS’ .....	29
PATERNITY.....	74

PAY PERIODS .....	24
PERSONAL LEAVE .....	82
PERSONAL LEAVE WITHOUT PAY .....	82
PERSONAL PROPERTY LOSS.....	23
PERSONNEL FILES.....	60
PERSONNEL PRACTICES.....	50, 61
PICKET LINE PROTECTION .....	16
PLACEMENT ON SCALE.....	28
PORTABILITY OF SICK LEAVE .....	66
PORTING OF SENIORITY – LAID OFF TEACHERS WHO ARE CURRENTLY ON THE RECALL LIST .....	122
PORTING OF SENIORITY – SEPARATE SENIORITY LISTS .....	118
PORTING OF SENIORITY & ARTICLE G.1 PORTABILITY OF SICK LEAVE – SIMULTANEOUSLY HOLDING PART-TIME APPOINTMENTS IN TWO DIFFERENT DISTRICTS.....	120
POSITIONS OF SPECIAL RESPONSIBILITY .....	29
PREGNANCY SUPPLEMENTAL EMPLOYMENT BENEFITS .....	71
PREPARATION TIME .....	43, 46
PRESIDENT’S RELEASE .....	13
PROFESSIONAL DEVELOPMENT .....	63
PROFESSIONAL DEVELOPMENT FUNDING .....	63
PROFESSIONAL RIGHTS .....	63
PROVINCIAL MATTERS .....	7, 9

**R**

RECALL .....	35
RECOGNITION OF THE UNION.....	7
REDUCTIONS .....	58
RE-ENGAGEMENT .....	35
REGISTERED RETIREMENT SAVINGS PLAN .....	22
REIMBURSEMENT .....	23, 24
RENTAL ACCOMMODATION .....	31
RESIGNATION .....	32

**S**

SALARY .....	18, 21, 23, 78, 84, 85, 95, 98
SALARY AND ECONOMIC BENEFITS.....	18
SALARY INDEMNITY PLAN ALLOWANCE.....	23
SCHOOL ACT APPEALS.....	61
SCHOOL STAFF COMMITTEES .....	15
SECTION 27.4 EDUCATION SERVICES COLLECTIVE AGREEMENT ACT .....	112
SENIORITY .....	32

SEVERANCE.....	35
SEXUAL HARASSMENT .....	50
SICK LEAVE.....	72
STAFF REPRESENTATIVES .....	15
SUBPOENA.....	76
SUPERVISION.....	47

**T**

TEACHER IN CHARGE.....	29, 30
TEACHER INVOLVEMENT IN PLANNING NEW SCHOOLS.....	62
TEACHER SUPPLY AND DEMAND INITIATIVES	114, 115
TEACHER TEACHING ON CALL .....	21
TEACHER TEACHING ON CALL PAY AND BENEFITS ...	21
TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES .....	70
TECHNOLOGICAL CHANGE .....	48
TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE....	70
TEMPORARY TEACHERS.....	39
TERM .....	6, 74
TERM, CONTINUATION AND RENEGOTIATION.....	6
TRANSFERS .....	56, 58
TTOC EMPLOYMENT.....	35
EXPERIENCE CREDIT .....	35
TTOCS CONDUCTING UNION BUSINESS .....	69
TTOCS CONDUCTING UNION BUSINESS NEGOTIATING TEAM.....	70

**U**

UNPAID DISCRETIONARY LEAVE .....	69
----------------------------------	----

**W**

WOMEN’S STUDIES .....	65
WORKING CONDITIONS.....	41
WORKING RELATIONS .....	61

**Y**

YEAR .....	47
YOUTH.....	62