

**COLLECTIVE AGREEMENT
PROVINCIAL AND LOCAL CONSOLIDATION
WORKING DOCUMENT**

- BETWEEN -

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS’
ASSOCIATION (BCPSEA)/
BOARD OF EDUCATION OF SCHOOL DISTRICT No. 40
NEW WESTMINSTER
(The “Board”)**

- AND -

**BRITISH COLUMBIA TEACHERS’ FEDERATION (BCTF)/
NEW WESTMINSTER TEACHERS’ UNION (NWTU)
(The “Local”)**

Effective July 1, 2022 to June 30, 2025

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.

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PREAMBLE

1. The parties recognize and support the purposes of this Agreement to be to:
 - a. set forth the terms and conditions of employment agreed to between the parties;
 - b. promote harmonious relations between the Board and its officials and the Union and all members of the bargaining unit;
 - c. set forth mechanisms for the expeditious settlement of disputes which may arise as to the applications or interpretation of services or stoppage of work; and
 - d. encourage cooperation in providing efficient quality education services to the pupils in the district.

2. This Agreement is made pursuant to and governed by the *School Act*, the *Labour Relations Code* and the *Public Education Labour Relations Act (PELRA)*. In case of any conflict between this Agreement and those Acts and any regulations made thereunder, those Acts and Regulations shall prevail.
 - a. Terms used in this Agreement defined in those Acts shall have the meanings defined in those Acts.
 - b. The use of one gender in this Agreement shall include the other and the singular shall include the plural unless the sense of the provision requires otherwise.

3. Definitions
 - a. The term "Center" includes an adult learning center or a young adult learning center (learners under 19 years of age) which is administered by the Assistant Superintendent responsible for Community Education, or designate.
 - b. A "Community Education Counsellor" is an employee who provides professional counselling services to learners in Community Education. The employee requires an undergraduate degree and a Master's Degree of Counselling Psychology or equivalent degree, recognized by the BC Association of Clinical Counsellors.
 - c. "Employee" shall be deemed to include all teachers (subject to Article 3.d) and Associated Professionals. Where one of the specific terms is used the related clause shall only apply to the category of employees named.
 - d. A "Teacher Teaching on Call" (TTOC) is an employee assigned to replace another employee who is absent from duty for a period less than 25 days. TTOCs shall be entitled to the provisions of this Agreement in which they are expressly included, and the following:

Section A – Articles 1 – 10, 14, 17, 23, 24 (Note Article Numbers will be wrong)

Section A – Articles 1- 8, 20, 21,25,28,34

Section B – Articles 1 – 4, 11, 12, 20, 21 cross reference when document renumbered!

Section B 1,2,4,7,12,40,41

Section C – Articles 3, 9, 10, 12 (1.2.30.31)

Section D – Articles 3, 7, 13, 14 (3,26,32,33)

Section E – Articles 1, 2, 3, 6, 7, 8 (except 8.4)(1,2,20,23,24,25 except 25.4)

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.

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.
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.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
 - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
 - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).

- ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2 RECOGNITION OF THE UNION

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to PELRA and subject to the provisions of this Collective Agreement.
2. Pursuant to PELRA, the employer in each district recognizes the local in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to PELRA and the Provincial Matters Agreement.
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of PELRA.

ARTICLE A.3 MEMBERSHIP REQUIREMENT

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

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION

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

ARTICLE A.5 COMMITTEE MEMBERSHIP

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.
2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent or designate, and the president or designate of the local may meet and discuss the matter.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher Teaching on Call (TTOC) costs shall be borne by the employer.

4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a “half-day” meeting shall receive a half-day’s pay. If the meeting extends past a “half-day,” the TTOC shall receive a full-day’s pay.

ARTICLE A.6 GRIEVANCE PROCEDURE

1. Preamble

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

Steps in Grievance Procedure

2. Step One

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

3. Step Two

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

4. Step Three

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

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

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

5. Omitting Steps

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

6. Referral to Arbitration: Local Matters

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

7. Referral to Arbitration: Provincial Matters

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

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

8. Arbitration (Conduct of)

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

- iii. The provisions of this article do not override the provisions of the B.C. Labour Relations Code.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

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

10. Expedited Arbitration

- a. Any grievance that has not been resolved prior to arbitration may be referred to expedited arbitration by the party originating the grievance. All referrals of Provincial Matters grievances must be referred by the BCTF to BCPSEA pursuant to Article A.6.7.

- b. All grievances except the following may be referred by the party originating the grievance to expedited arbitration:
 - i. dismissals;
 - ii. suspensions;
 - iii. policy or general grievances.

ARTICLE A.7 EXPEDITED ARBITRATION

1. Scope

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

2. Process

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

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

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS

- 1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
- 2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
- 3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
- 4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.[See A.26]

ARTICLE A.9 LEGISLATIVE CHANGE

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

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

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

ARTICLE A.20 NO CONTRACTING OUT

1. All work performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit. The Board shall not contract out instructional services (including those performed by teachers and associated professionals of a support nature) of a type and kind normally and regularly performed by members of the bargaining unit.

ARTICLE A.21 MANAGEMENT RIGHTS

1. The Union recognizes the responsibility and the right of the Board to manage and operate the school district in accordance with its responsibilities and commitments. The right to assign duties and to manage and direct employees in a fair, reasonable, and non-discriminatory manner is vested exclusively in the Board except as otherwise specifically provided for in this Agreement or applicable legislation.

ARTICLE A.22 EXCLUSIONS FROM THE BARGAINING UNIT

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the Union of all new positions requiring a teaching certificate, excluding administrative officers, offered in the district and submit to the Local Union officers a written job description of the new position(s).
3. Newly created positions requiring a teaching certificate, excluding administrative officer positions, as defined by the *School Act*, shall be included in the bargaining unit unless the position is excluded by mutual agreement of the parties.

ARTICLE A.23 NWTU EXECUTIVE'S RELEASE

1. The Board hereby agrees to release the President of the Union, the Vice President(s), and the Bargaining Chairperson from teaching duties for the percentage of time as determined by the Union, subject to the operational requirements of the Board.

2. The Board will continue to pay the President, the Vice President(s) and the Bargaining Chairperson their salaries and to provide benefits as specified in the Agreement. The Union will reimburse the Board for such salary and benefits costs upon receipt of a monthly statement. For purposes of pensions, experience, sick leave and seniority, the President, the Vice President(s) and the Bargaining Chairperson shall be deemed to be in the full employ of the Board. The President, the Vice President(s) and the Bargaining Chairperson shall inform the Board of the number of days or partial days, if any, that they were absent from executive duties due to illness. Such days or partial days shall be deducted from their accumulated sick leave credits.
3. The employee returning to full duties from a term or terms as President or Vice President(s), or Bargaining Chairperson shall be assigned to a position comparable to that held prior to the release.
4. When the President, Vice President(s) or Bargaining Chairperson is expected to be absent on long-term illness or for other bona fide reasons, an alternate shall, at the request of the President or Vice President(s) or Bargaining Chairperson, be granted release time at the cost to the Union as per Article A.23.2 to fulfil that officer's responsibilities.
5. The Union agrees to provide the Board with as much notice as possible in A.23.1 and A.23.4.

ARTICLE A.24 NWTU/BCTF BUSINESS

1. Each member of the NWTU Executive, including staff representatives, shall be entitled to an average of five days of absence in each school year in order to carry out the business of the NWTU and/or the BCTF.
2. A qualified Teacher Teaching on Call (TTOC) must be available to replace the employee requesting leave.
3. The NWTU shall provide the Board with the names of those who qualify under this Article.
4. Such time off shall be invoiced to the Union at the cost of a TTOC.
5. An employee covered by this agreement who is a member of the Executive Committee, Representative Assembly, a committee or task force of either the Local, the BCTF, the CTF, the Teacher Regulation Branch Council or appointed an official representative or delegate of the Local or the BCTF, or who is a Union staff representative, shall be entitled to release time without loss of pay from instructional duties to carry out the duties involved. Such release from duties shall be granted without loss of pay and shall be granted subject only to the Board being reimbursed for the absence at the cost of the TTOC.

6. In the event that an employee covered by this agreement is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment to the administrative staff of the BCTF, or is seconded to the Federation, leave of absence without pay shall be granted for the duration of those duties for a period not to exceed four (4) school years. In such case the employee shall be entitled, on written notice at least three (3) months prior to the commencement of a school year to return to employment with the Board effective the commencement of that school year, and shall be entitled to an assignment comparable to that previously held.

ARTICLE A.25 RIGHT TO REPRESENTATION

1. An employee shall have the right to be accompanied by a representative who is a member of the Union at any meeting which includes that employee and a school based administrative officer or that employee's immediate supervisor if
 - a. the meeting is discipline related, or
 - b. the employee or the administrative officer has reasonable cause to believe a member of the Union should be present.
2. An employee shall have the right to be accompanied by a representative of the Union at a meeting between that employee and a Board representative not referred to in A.25.1 if
 - a. the meeting is discipline related; or
 - b. the employee or the Board representative has reasonable cause to believe a representative of the Union should be present.
3. In the event that a meeting as referred to above takes place during instructional time the employee and representative(s) will be relieved of instructional duties with no loss of pay.

ARTICLE A.26 LEAVE FOR LOCAL CONTRACT NEGOTIATION AND ADMINISTRATION

1. The Board agrees to share in the cost of four (4) employees at seventy-five percent (75%) of Teacher Teaching on Call (TTOC) costs for leave of absence associated with meetings concerned with local negotiations which involve the respective parties.

ARTICLE A.27 LOCAL UNION SCHOOL STAFF REPRESENTATIVES

1. The Board recognizes staff representatives in each school selected by the NWTU to represent its members and agrees that staff representatives shall not be hindered, coerced, restrained or interfered with while representing members.
2. The Board shall assume the cost of Teachers Teaching on Call (TTOCs) for the two (2) employee representatives on the grievance committee and the grievor in Article A.6. Additional NWTU members may attend at the cost to the Union of TTOC(s).
3. When, as provided for in Article A.25, a meeting with an employee is to be held at which Union representation is to be present, the principal shall provide advance notice and schedule same at a time convenient to the parties and outside of instructional hours. In the event that such meeting, in extraordinary circumstances, must be held during instructional hours then the Board shall provide the necessary TTOCs at its expense.
4. Staff representatives shall schedule any business meetings of members of the Union outside of instructional hours.
5. The Executive Officers or staff representatives shall not hold discussions or meetings with a teacher or teachers at times when the teachers are assigned to a class.

ARTICLE A.28 PICKET LINES

1. All employees covered under this agreement have the right to refuse to cross or work behind a picket line unless the same is declared illegal by the Labour Relations Board or the courts.
2. Failure to cross a picket line encountered in carrying out business for the Board shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, but shall be deemed to be absence without pay.
3. Employees will not be expected, except in an emergency situation, to perform, or to direct pupils to perform, duties that are under the jurisdiction of employees who are on strike or locked out.

ARTICLE A.29 COPY OF AGREEMENT

1. The Board shall maintain an accurate electronic copy of this Agreement on the school district website and provide the Union with one hundred (100) printed and bound copies of this Agreement within a reasonable time of the conclusion of negotiations. The cost of the printing will be at the expense of the Board.

ARTICLE A.30 ACCESS TO INFORMATION

1. Wherever possible, the Board agrees to provide information the Union deems necessary to fulfil its role as exclusive representative of teachers and Associated Professionals. Financial information, annual financial reports and audits, school district budgets, preliminary and final fiscal frameworks, and statements of final determination shall be made readily available.
2. The Board shall make available to the President of the Union, or designated representative, attending any public meeting of the Board, all agendas, minutes and attachments distributed to the Board for the purposes of conducting the meeting.
3. The Board agrees to provide the Union with information regarding employees, including a seniority list with places of assignment, notification of transfers, hirings, resignations, retirements, deaths, discharges, suspensions and less than satisfactory evaluations as they occur.
4. A copy of all advertisements and postings, both local and Provincial, during the hiring process shall be sent to the President of the Union and circulated for posting at all locations when schools are in session.
5. Advertisements and application forms for appointment to the teaching staff of the district shall not include reference to extra-curricular activities and programs, and such matters shall not form part of any contract of employment.

ARTICLE A.31 ACCESS TO FACILITIES

1. The NWTU shall have access to school facilities and equipment at no additional cost to the Board in order to transact official business. Such use shall not conflict with regular instructional and related school activities nor any other previously scheduled event or activity at any given facility.

ARTICLE A.32 BULLETIN BOARDS

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 staff room in each school building.

ARTICLE A.33 INTERNAL MAIL

1. The NWTU shall have access to the district mail bag delivery service and school mailboxes, where necessary for the conveyance of business communications to members of the Union.
2. At the Board's discretion, the NWTU may have access to the district's electronic mail service and voice mail service.
3. NWTU members will be provided with individual mailboxes at their places of work. If necessary, mailboxes will be provided to employees in outreach centres.

ARTICLE A.34 CONTRACT MANAGEMENT COMMITTEE

1. The main purpose of the Contract Management Committee is to insure the smooth implementation of the Collective Agreement as it applies to Education and to clarify specific areas of the Agreement, when necessary. The Committee will meet once per month, unless otherwise specified by consensus of the members with the primary purpose of engaging in informal discussions regarding items relevant to the bargaining unit and to the operation of the Collective Agreement. Discussions will also enable Committee members to become aware of the Board's educational plans and objectives.
2. If a consensus is not reached on a specific item, then either party can resort to Article A6, Grievance Procedure.
3. The recommended composition of the Committee will be at least two (2) representatives of the Board and two (2) representatives of the NWTU and the NWTU President or designate.
4. Monthly meetings will be scheduled at a time and place to be determined by the Committee and agreeable to both parties.
5. Any decision of the Contract Management Committee which may alter the interpretation or application of the Collective Agreement must be made in accordance with established processes.

ARTICLE A.35 TEACHERS' ASSISTANTS

1. Teachers' assistants are employed to assist teachers in carrying out their responsibilities and duties.
2. Teachers' assistants shall work under the employment supervision of an administrative officer and the direct instructional supervision of teachers.

3. Teachers' assistants shall not be used as alternatives for:
 - a. lowering the pupil/teacher ratio or reducing class size;
 - b. members of the bargaining unit, including librarians, counsellors and Teachers Teaching on Call (TTOCs).

SECTION B SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY

1. The local salary grids are amended to reflect the following general wage increases:
 - a. Effective July 1, 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
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.
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

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
5. Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.
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.
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.
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.
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%.

SALARY SCHEDULES

TEACHERS’ SALARY GRID: July 1, 2022 – June 30, 2023

Step	Cat 4	Cat 5	Cat 6	Cat 6+
0				
1	\$ 54,318	\$ 58,785	\$ 63,242	\$ 64,646
2	\$ 56,812	\$ 62,017	\$ 66,863	\$ 68,244
3	\$ 59,308	\$ 65,250	\$ 70,485	\$ 71,842
4	\$ 61,803	\$ 68,482	\$ 74,108	\$ 75,439
5	\$ 64,299	\$ 71,716	\$ 77,729	\$ 79,036
6	\$ 66,794	\$ 74,948	\$ 81,351	\$ 82,634
7	\$ 69,290	\$ 78,181	\$ 84,973	\$ 86,232
8	\$ 71,786	\$ 81,413	\$ 88,594	\$ 89,830
9	\$ 74,280	\$ 84,644	\$ 92,217	\$ 93,427
10	\$ 79,736	\$ 90,942	\$ 99,184	\$ 100,411

TEACHERS’ SALARY GRID: July 1, 2023 – June 30, 2024

Step	Cat 4	Cat 5	Cat 6	Cat 6+
0				
1	\$ 57,984	\$ 62,753	\$ 67,511	\$ 69,009
2	\$ 60,647	\$ 66,203	\$ 71,377	\$ 72,850
3	\$ 63,312	\$ 69,654	\$ 75,243	\$ 76,691
4	\$ 65,974	\$ 73,105	\$ 79,110	\$ 80,531
5	\$ 68,639	\$ 76,556	\$ 82,976	\$ 84,371
6	\$ 71,303	\$ 80,007	\$ 86,842	\$ 88,212
7	\$ 73,967	\$ 83,458	\$ 90,708	\$ 92,053
8	\$ 76,631	\$ 86,908	\$ 94,574	\$ 95,894
9	\$ 79,294	\$ 90,358	\$ 98,442	\$ 99,733
10	\$ 85,358	\$ 97,353	\$ 106,176	\$ 107,490

TEACHERS’ SALARY GRID: July 1, 2024 – June 30, 2025

Step	Cat 4	Cat 5	Cat 6	Cat 6+
0				
1	\$ 59,724	\$ 64,635	\$ 69,536	\$ 71,080
2	\$ 62,466	\$ 68,190	\$ 73,518	\$ 75,036
3	\$ 65,211	\$ 71,744	\$ 77,500	\$ 78,992
4	\$ 67,953	\$ 75,298	\$ 81,483	\$ 82,947
5	\$ 70,698	\$ 78,853	\$ 85,465	\$ 86,903
6	\$ 73,442	\$ 82,407	\$ 89,448	\$ 90,859
7	\$ 76,186	\$ 85,961	\$ 93,430	\$ 94,815
8	\$ 78,930	\$ 89,516	\$ 97,412	\$ 98,771
9	\$ 81,673	\$ 93,069	\$ 101,395	\$ 102,725
10	\$ 88,012	\$ 100,381	\$ 109,478	\$ 110,833

ARTICLE B.2 TTOC PAY AND BENEFITS

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

6. Rate of Pay:

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.

7. LOCAL PROVISIONS

- a. A TTOC assigned to a school for a full day and not utilized or utilized for only a portion of that day shall be paid a full day's wage.
- b. TTOCs for part-time employees shall be paid on a pro-rated basis on the above rates for the percentage of hours taught during a teaching day, with the exception that
 - i. TTOCs assigned to a school for a half day and not utilized or utilized for only a portion of the half day shall be paid for a half day.
- c. Prior to September 19, 2014, sixteen (16) days of on call teaching in School District No. 40 shall be the equivalent of one (1) month of experience for increment purposes on an appointment to a temporary or continuing assignment in School District No. 40. Effective September 19, 2014, experience credit for increment purposes shall be granted in accordance with Article C.4 (Teacher Teaching on Call Employment) and Letter of Understanding No. 16.

8. Pay Periods

- a. The Board shall twice monthly on the dates of the 25th, for work completed up to the 15th of the month, and on the 10th of the month following the month end, pay to each TTOC all the wages earned for the pay period, inclusive of allowances in lieu of benefits.

9. Conditions of Employment

- a. Beginning on the eleventh (11th) day of teaching on call, professional development days (non instructional days) occurring during an assignment shall count as a day of work.
- b. No assignment shall be for less than one-half of a day except when assigned as a TTOC to substitute for a part-time employee on less than a 0.50 FTE assignment.
- c. A TTOC's service shall not be considered broken by:
 - i. a non instructional day;
 - ii. a strike or lockout;

- iii. the TTOC’s illness or accident, provided the TTOC returns to the same assignment.

10. Continuous Assignment

- a. In the event that the assignment of the TTOC is interrupted after five (5) teaching days by the return of an employee who subsequently is absent within two (2) working days, the original TTOC, if available, shall be recalled and the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION

[This Article does not apply in SD40 (New Westminster)]

ARTICLE B.4 EI REBATE

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

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN

- 1. In this Article:
 - a. “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.

2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days' written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.
10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE

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

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS

[Replaces former C.9 and C.10]

1. Private Vehicle Damage

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

2. Personally Owned Professional Material

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

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

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

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN

[Article B.8.1 through B.8.10 is not applicable in SD40. See B.9. below]

ARTICLE B.9 PAY PERIODS

1. Where the Previous Collective Agreement does not provide for twice-monthly payments of annual salary, the following shall become and remain part of the Collective Agreement.
2. Except where an employee elects to receive payments over twelve months pursuant to Article B.8, an employee shall be paid their annual salary in twenty (20) twice-monthly payments from September to June. A mid month payment of not less than 40% of monthly salary shall be paid to each employee.
3. Where there is an alternate payment procedure for the month of December, such alternate payment procedure may continue, subject to the agreement of the employer and the local.

LOCAL PROVISIONS

4. **PAY PERIODS**
 - a. Employees on temporary contract or employees on continuing contract hired after July 1 shall be paid in ten (10) monthly instalments starting September 1 with a mid-month advance of approximately one-half (1/2) of net salary. Such mid-month advances will normally be paid on the teaching day closest to the 15th of the month. The month-end payment will be made on the last day of the month.
 - b. All other employees shall be paid over twelve (12) months, commencing July 1, 1993 with a mid-month advance of approximately one-half (1/2) of net salary paid on the teaching day closest to the 15th of the month, and the final monthly pay on the last day of the month. Such payments will be deposited by the Board to the financial institute authorized by the employee.
 - c. Employees not planning to work for a full year shall notify the Board in writing of their intentions prior to the commencement of the new school year July 1. They shall be paid one-tenth (1/10) of their annual salary per month for each month worked based on their specific assignment.
 - d. The Board shall take such steps as to insure that no employee's pension contributions or date of superannuation is adversely affected by the above pay period provision.

- e. Should any employee resign from the Board’s employ after June 30 and before the beginning of school, the employee shall be required to refund any advance payments they may have received. Similarly, any termination before the end of a full school year (June 30) may result in an adjustment to pay (see attached table).
- f. Night/Summer School Teachers shall be paid once a month by cheque at the end of the month.

MONTH	ACCUMULATIVE % PAID	ACCUMULATIVE % OF YEAR WORKED	DIFFERENCE PAYABLE
July	8.33%	0%	8.33%
August	16.67%	0%	16.67%
September	25.00%	10%	15.00%
October	33.33%	20%	13.33%
November	41.67%	30%	11.67%
December	50.00%	40%	10.00%
January	58.33%	50%	8.33%
February	66.67%	60%	6.67%
March	75.00%	70%	5.00%
April	83.33%	80%	3.33%
May	91.67%	90%	1.67%
June	100.00%	100%	0.00%

5. PART MONTH PAYMENTS AND DEDUCTIONS

- a. The rate of deduction for a day without pay shall be defined as 1/200 of the current annual salary of the employee.
- b. A temporary employee shall be paid 1/10 of current annual salary while a continuing employee shall be paid 1/12 of current annual salary in respect of each month in which the employee works all prescribed school days.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE

[Replaces former B.14]

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

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

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.
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.
4. Employees shall be reimbursed for travel costs as outlined below:

[Not applicable in New Westminster SD40]

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

ARTICLE B.11 BENEFITS

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

See also Article B.29 Benefits, Premiums and Coverage.

ARTICLE B.12 CATEGORY 5+

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

- b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

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

- 1. 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

- 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 also Article B.22 Recognition of Experience for further provisions.]

ARTICLE B.20 PLACEMENT ON SCALE

- 1. Placement
 - a. Placement on the scale shall be according to years of experience as formerly recognized by the Ministry of Education on the teacher’s professional card or by the Provincial Teacher’s Qualification Service, or its successor, except for those referred to in Article B.6 and Article B.12.

- b. Under special circumstances where the welfare of the educational system is involved, a salary in excess of the schedule may be paid provided that such payment is approved by the Joint Committee referred to in Article B.33.
- 2. Employees currently on Years of Experience level “0” of beginning employees shall be placed for salary purposes on level 1, and shall move up the scale accordingly thereafter.
- 3. Employees without a Category 6/PA certification holding a Master’s degree acceptable to the School Board shall be paid a bonus of eight hundred one dollars (\$801.00) per annum (eight hundred seventeen dollars and two cents (\$817.02) per annum effective April 1, 2000) above their regular placement on the salary schedule.
- 4. Employees with Category 6/PA certification holding a Master’s degree acceptable to the School Board shall be paid a bonus of eight hundred one dollars (\$801.00) per annum (eight hundred seventeen dollars and two cents (\$817.02) per annum effective April 1, 2000) above the salary schedule to be paid to teachers with Category 6.
- 5. Community Education – Continuing and Temporary Teachers
 - a. The salary of full-time Continuing and Temporary teachers in Community Education shall be calculated on twenty-seven and one-half (27.5) hours per week and forty (40) weeks per year.
 - b. The salary of part-time Continuing and Temporary teachers in Community Education shall be based on twenty-seven and one-half (27.5) hours per week and forty (40) weeks per year and prorated in accordance with the actual FTE worked.
- 6. Community Education – Night School and Summer School Teachers
 - a. The salary of employees who teach night school and/or summer school courses will be paid based on their position on the salary schedule, and shall be an hourly rate calculated as follows in B.20.6.b.
 - b. Grid Placement x .75

 $5.5 \text{ hours} \times 200 \text{ days} = \text{Hourly Rate}$

 e.g. $\$53,005 \times .75$

 $5.5 \text{ hours} \times 200 \text{ days} = \36.14 per hour
 - c. Notwithstanding B.20.6.b, no teacher referred to in B.20.6.a shall be paid less than thirty-six dollars (\$36.00) per hour.
 - d. Night school and summer school positions offer no benefits.

ARTICLE B.21 SCHEDULE “B” - ALLOWANCES

1. French Coordinator – 8.47% of P.A. Masters’ Maximum
2. Department Head (Secondary), Athletic Director, Consulting Teacher, Teacher Consultant, Program Coordinator - Gifted and Talented (K - 12) – 5.66% of P.A. Masters’ Maximum
3. Team Leader – 2.83% of P.A. Masters’ Maximum
4. Assistant Department Head – 2.83% of P.A. Masters’ Maximum
5. Senior Teacher – 1.69% of P.A. Masters’ Maximum
6. Head Teacher – 1.45% of P.A. Masters’ Maximum per class
7. First Aid Attendant – 1.23% of P.A. Masters’ Maximum Reimbursement of course fees on proof of successful completion of appropriate course.

ARTICLE B.22 RECOGNITION OF EXPERIENCE

1. Full recognition will be given to all experience in
 - a. public schools of the British Commonwealth and the United States which are approved by the School Board;
 - b. elementary and secondary private schools in Canada where, prior to that experience, the teacher has obtained a valid teacher’s certificate issued by the Ministry of Education;
 - c. Government Schools and Ministries of Education in Canada, and if the total of such experience is less than a completed number of ten (10)-month years, the teacher shall qualify for an increment if that part year’s experience exceeds eight (8) months.
2. Recognition will be given to fifty percent (50%) of all experience in private schools of the British Commonwealth and the United States irrespective of whether such teacher then held a valid teacher’s certificate issued by a Canadian Provincial Ministry of Education.
3. The Board may recognize experience other than that stated in B.22.1 or B.22.2 if
 - a. the experience is in an occupation closely related to the main teaching subject and has been gained within the ten (10) year period immediately preceding entry or re-entry into teaching;

- b. the experience is in a trade or profession the function of which is closely related to teaching and has been gained within the ten (10) year period immediately preceding entry or re-entry into teaching;
 - c. only half (1/2) of such experience is recognized up to a maximum of five (5) years;
 - d. the resulting salary does not exceed the maximum of the category in which the teacher is paid;
 - e. secondment or leave of absence is preapproved by the Board.
4. The Board may recognize the experience of persons who are not teachers but who are employed by the Board if recommended by the Superintendent and the Joint Committee provided in B.33.
5. Because of the unique requirements of Community Education, the interpretation of Article B.22 means that the following experience may be considered for salary purposes at the time of hiring: Ministry of Education funded programs, including Adult Basic Education and Adult Education; and Community College academic upgrading courses.
6. Other experience might be considered for salary purposes at the time of hiring if included in a Community Education job posting. Such experience could include the following: Faculties of higher education funded by Ministries of Education in Canada; Foreign teaching experience in recognized Departments of Education; and ESL teaching experience in recognized Public Schools and Colleges (full documentation required).

[See also Article B.14 Experience Recognition for further provisions.]

ARTICLE B.23 INCREMENTS

1. Except for employees who have already reached maximum in their respective salary categories, increments shall be added, as of September 1, 2006.
- a. on September 1 to all employees;
 - b. on exchange;
 - c. on approved leave to work in another district;
 - d. on sponsorship by the Department of National Defence;
 - e. employed by an organization which the Superintendent considers to be closely associated with the educational pursuits of the Board;

- f. on leave to or seconded by a university, college or technical institute;
- g. on secondment to the BCTF or the NWTU;
- h. on education leave;
- i. on maternity leave to a maximum of ten (10) months;
- j. on January 1st to all employees who qualify, or who will qualify at the commencement of the second semester in a school year;
- k. to all part-time employees who accumulate the equivalent of 200 school days experience within a three-year period.

ARTICLE B.24 INCREMENT DATES

- 1. The increment date shall be the first of the month following the month in which applicable experience accumulation is achieved, provided the employee makes written application to Human Resource Services one (1) month prior to the incremental anniversary date.
- 2. Periods of part-time teaching and short term appointments shall be added together for accumulation of years of experience credit.
- 3. Employees can only accrue one (1) year of experience credit within a 12 month period.

ARTICLE B.25 NO CUTS IN SALARY

- 1. No employee presently on staff will suffer any loss in salary as a result of the implementation of any of the attached salary schedules.

ARTICLE B.26 POSITIONS OF SPECIAL RESPONSIBILITY

- 1. If the Board creates a position of special responsibility:
 - a. a description shall be written and a copy forwarded to the Union;
 - b. the position will be posted with the description.

2. The salary or allowance for such position shall be determined only after negotiation between the Board and the Teachers' Union Agreement Committee prior to the posting of the position.

ARTICLE B.27 P.B.+15 (CATEGORY 6)

[Effective September 1, 2007 this article is replaced by PCA B12. See also Letter of Understanding No. 14 for Transitional Provisions]

1. Teachers with Category 5 certification (PB/PS), plus fifteen (15) units of university credit acceptable to the Board, shall be paid on the Category 6 scale according to experience as otherwise provided herein.
 - a. All courses to be credited to the fifteen (15) units must be numbered 300 or higher.
 - b. One (1) course numbered 100 or 200 is acceptable providing it is a prerequisite for a 300 or higher number course in the area of study, and is followed by the higher numbered course.
 - c. The fifteen (15) units is based on the University of BC's annual course credit organization. This is translated to thirty (30) credits for universities on a semester organization (e.g. Simon Fraser University) and forty-five (45) credit hours for universities on a quarter system (e.g. Western Washington University).
 - d. Applications shall be submitted to the Director of Human Resource Services by letter outlining appropriate courses taken along with an official transcript from the university.
2. Teachers with Category 5 certification (PB/SB) plus fifteen (15) units of university credit acceptable to the School Board shall be paid on the Category 6 scale according to experience as otherwise provided herein. Category changes, for payroll purposes, shall be effective September 1 and January 1. Applicants awaiting official documentation of course work completed prior to September and January should notify the Director of Human Resource Services, in writing, that submission for category change is made.

ARTICLE B.28 FIRST AID

1. An employee who holds a valid occupational first aid certificate and who has been designated by the Board as a First Aid Attendant shall be paid an allowance of 1.23% of the P.A. Masters' Maximum per school year pro-rated for part of a school year as necessary. The Board shall reimburse such employee with the appropriate first aid course fees on proof of successful completion of the course.

ARTICLE B.29 BENEFITS, PREMIUMS AND COVERAGE

1. The School Board shall pay eighty percent (80%) of the cost of the Medical Services Plan of BC, and the Provincial Extended Health Benefit Plan.
2. The School Board shall pay eighty percent (80%) of the premiums of the BCTF/BCSTA Group Insurance Plan “A” for each full-time and part-time employee employed by the Board.
3. The School Board shall pay eighty percent (80%) of the premium costs of the Medical Services Association Dental Plan. The Plan available to the employees shall be:
 - Plan A (100%)
 - Plan B (100%)
 - Plan C (50% - \$2,500 Maximum). Effective July 1, 2015, Plan C coverage is seventy-five percent (75%) and the lifetime limit is five thousand dollars (\$5,000).
4. The entire premium cost of the Long Term Disability Plan in effect shall be paid by the employees and administered by the Board.
5. If an employee who is receiving salary under a Salary Indemnity or Long Term Disability Plan prepaays for one year their share of the premiums due under other employees’ Benefit Plans in the district, the Board will continue to pay its share of such premiums for a period of one (1) year after the expiration of the employee’s sick leave benefits.
6. Employee Assistance Plan
 - a. The Board shall pay eighty percent (80%) of the cost of the mutually agreed upon Employee Assistance Plan.
 - b. The Employee Assistance Plan shall cover a full range of counselling services while maintaining strict confidentiality. This shall include counselling for employees (and their families) charged with child abuse and subsequently exonerated.
7. Benefit Plan Information and Changes [Not applicable for the Provincial Extended Health Benefit Plan. See Article B.11.2 and LOU No. 9.]
 - a. The Board shall provide the Teachers’ Union with a copy of the current policy in effect for each of the employee benefit plans, and shall provide the Union with a copy of any financial/actuarial statements for those benefit plans at the time that they are provided to the Board.

- b. The coverage and premiums under these plans shall not be altered or amended without prior consultation and agreement from the Teachers' Union. The carrier(s) will not be changed without prior consultation with the Teachers' Union.

[See also Article B.11 Benefits.]

ARTICLE B.30 GENERAL BENEFITS ENTITLEMENT

1. The Board shall provide each employee with an application or enrolment form for participation in the medical, dental, extended health and group life insurance benefit plans. In the event an employee does not wish to participate in any particular benefit plan where opting out is an option, the application or enrolment form must be so noted by the employee and kept on file by the Board.
2. At the time of appointment, the Board shall advise each employee by letter of those benefit plans available to employees, the cost of those plans, and of those plans in which the employee may be enrolled.
3. The Board will assist employees in obtaining required benefits from the various benefit plans.
4. The Board shall advise all-employees, including certificated Teachers Teaching on Call (TTOCs) and employees who are engaged in a less than half time capacity, that they may elect to contribute to the Teachers' Pension Plan through submission of a request to the Board, with a copy to the Commissioner of Teachers' Pensions, that pension contributions be deducted.
5. The Board shall ensure that benefits begin from the starting date of employment unless the employee commences employment in the middle of the month. If the employee begins employment at the beginning of the month benefits will commence on the first day of the following month.
6. Benefit coverage shall be extended to the end of the teaching month following a deduction of premiums.
7. At the request of the employee, the Board shall provide a benefits summary which shall include a full listing of all benefits by which the employee and dependents, if any, are covered.

ARTICLE B.31 BENEFIT PAYMENTS ON DEATH

1. In the event of the death of an employee with six (6) months or more continuous service with the Board, the Board shall pay three (3) month's salary to the widow or widower or to the employee's designate or to the estate, as well as any amount earned by the deceased up to the last date of employment with the Board.
2. In addition to the payment in B.31.1, the Board will also pay one (1) additional month's salary for any employee who has been in the service of the Board for more than ten (10) years and covered by this Agreement.
3. The Board shall continue medical, extended health and dental benefits to the dependents of the deceased employee previously covered for a period of six (6) months beyond the month in which the death occurs. Such continuation shall be paid for in full by the Board. The dependents shall be notified in writing of the terms of these provisions when severance and other benefits are paid over.

ARTICLE B.32 CLASSIFICATION OF TEACHERS

1. Classification of teachers on the salary schedule, except as provided elsewhere in the Agreement, shall be:
 - a. For teachers already classified by the Ministry of Education according to the classification so established which shall relate to the Teacher Qualification Service, or its successor, categories as follows:
 - b. The equivalent Teacher Qualification Service, or its successor, categories shall be Category 4 (SC/PC); Category 5 (SB/PB); Category 6 (SA/PA).
 - c. For all other teachers according to their category by the Teacher Qualification Service Board or its successor.

ARTICLE B.33 JOINT COMMITTEE

1. There shall be maintained a Joint Committee composed of two (2) persons representing the School Board and two (2) persons representing the New Westminster Teachers' Union.
 - a. This Committee shall consider all matters pertaining to placement on the schedule, and all other matters pertaining to the implementation of Articles in this Agreement, and the Joint Committee shall make recommendations to the Board.

- b. Should the Committee fail to agree or should the Board fail to adopt a Joint Committee recommendation concerning a matter submitted to it, the matter may then be subject to Article A.6, Grievance Procedure, at A.6.3.
- 2. Any employee who considers that the credit granted for years of experience or the allowance being paid is not in accordance with the Agreement may submit written reasons for adjustment to the Joint Committee provided in this article.

SECTION C EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION

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

ARTICLE C.2 SENIORITY

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
 - a. 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.

[Note: From July 1, 2019 to June 30, 2020 the limit on the number of years which could be ported was ten (10) years.]
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within 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.
3. Teacher Teaching on Call (TTOC)
 - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

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

LOCAL PROVISIONS

6. EMPLOYMENT ON CONTINUING CONTRACT:

All employees appointed by the Board to the staff of the district shall be appointed on a continuing contract of employment, except for

- a. temporary appointments who will be used to fill positions which are temporarily vacant or temporarily existing;
- b. employees on call, subject to the provisions of this agreement; and
- c. Summer/Night School teachers.

ARTICLE C.3 EVALUATION

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

ARTICLE C.4 TTOC EMPLOYMENT

1. Experience Credit

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

2. Increment Date for Salary Grid Placement

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

ARTICLE C.5 SENIORITY / LAY OFF / RECALL / SEVERANCE PAY

1. Principle of Security of Employment for employees with Continuing Appointments.

- a. The Board and the Union agree that increased length of service in the employment of the Board entitles employees to commensurate increase in the security of employment, consistent with the policy of the district.

2. Definition of Seniority

- a. In this article, “seniority” means an employee’s continuous length of service in the employment of the Board, dating from the day the employee commences duties, inclusive of service under temporary appointment and part-time employment, and including continuous service in the district prior to termination under the conditions of this article. For the purposes of calculating length of service, part-time employment shall be credited fully as if it were full-time service.
- b. In addition to the provisions of Article C.5.2.1, the seniority for an employee on a contract shall include:
 - i. Teacher Teaching on Call (TTOC) seniority accumulated pursuant to PCA Article C.2.3; and
 - ii. Seniority ported in accordance with PCA Article C.2.2 provided that in no case, shall an employee be credited with more than one (1) year of seniority for any school year.

- c. When the seniority of two (2) or more employees is equal pursuant to C.5.2.1 and C.5.2.2, the employee with the earliest date of letter of appointment shall be deemed to have the greatest seniority.
- d. When the seniority of two (2) or more employees is equal pursuant to C.5.2.3, the employee with the greatest number of days of on call teaching (following September 1, 1983) with the Board prior to the appointment, shall be deemed to have the greatest seniority.
- e. When the seniority of two (2) or more employees is equal pursuant to C.5.2.4, employees with the greatest aggregate length of service recognized for salary experience purposes in the salary agreement shall be deemed to have the greatest seniority.
- f. For the purposes of this article, all Board-approved leaves of absence shall count toward continuous length of service with the Board.
- g. For the purpose of this agreement, continuity of service shall be deemed not to have been broken by maternity leave.
- h. The maximum seniority that an employee may accrue in one (1) school year may not exceed 1.0 years.

3. Definition of Qualifications (Local Provision)

- a. In this agreement, “necessary qualifications” in respect of a position which are determined by the Superintendent will mean the possession of a valid BC Teaching Certificate; evidence of satisfactory teaching experience and one or more of the following:
 - i. a reasonable expectation, based on an employee’s demonstrated skills and classroom abilities that they will be able to carry out the responsibilities of the position in a successful manner;
 - ii. a University major or minor or the recognized equivalent, directly related to the position;
 - iii. recent demonstrated successful experience in a similar position;
 - iv. recent successful completion of credit courses and evidence of involvement in other Professional Development activities related to the position.
- b. In determining whether or not an employee has the necessary qualifications for a position, the availability of education courses or other retraining opportunities relevant to the position, which the employee is willing and able to complete within a mutually agreed upon period of time, shall be taken into consideration.

- c. Should an employee who has been laid off, or who has not been offered re-engagement under C.5.5, raise a question as to whether they possess the necessary qualifications for a position, the employee may refer the question to the provisions of C.5.10.a of this Agreement within seven (7) calendar days of the receipt of the notification. This shall be done in a letter to the Superintendent with a copy to the President of the New Westminster Teachers' Union.

4. Security of Employment Based on Seniority and Qualifications

- a. The Board may reduce the total number of employees employed by the Board for bona fide educational or budgetary reasons. Where lay off of employees is necessary, the employees to be retained shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. The Board and the Union agree that the transfer process set out in Article E.21(Transfers and Assignments) will apply when the balancing of school staffs is required after layoffs occur. This procedure will be in accordance with the posting and filling of positions outlined in Articles E.27 (Posting Vacant Positions) and E.28 (Filling Vacant Positions). If, at the end of the procedure, no employee on the seniority list has applied for a position, a Board initiated transfer will occur as outlined in Article E.21. It is clearly understood that any such Board actions are subject to the Grievance Procedure.
- c. The Board shall give each continuing employee it intends to lay off pursuant to this Article, thirty (30) days notice in writing, such notice to be effective at the end of a school term, and to contain the reason for the layoff, and a list of the positions, if any, in respect of which the board proposes to retain an employee with less seniority. The Board shall concurrently forward a copy of such notice to the Union. The requirement that the effective date of the notice be at the end of a school term does not apply where the Board makes an appointment to a position which is temporarily vacant due to leave of absence and which the Board reasonably believes will cease to be vacant at a time other than the end of a school term.
 - i. When a layoff of an employee is the result of a successful appeal under C.5.10 for that employee's position, the notice will become effective at the end of a minimum 30 day period.
- d. If an offer to rescind a layoff involves a reduced position, and the employee accepts the reduced position, the employee remains eligible for recall for the remaining FTE.

5. Employee's Rights of Re-Engagement (Recall)

- a. An employee who is laid off will be placed on the Recall List, subject to C.5.5.e.i. An employee's right of recall extends to any position, including but not limited to temporary positions, as well as lower FTE positions.
- b. When a position becomes available, the Board shall fill the vacant position pursuant to Article E.28 (Filling Vacant Positions).
- c. When a continuing employee is laid off and is subsequently recalled to any position they maintain their continuing employee status. The completion of a temporary position by such an employee shall be deemed to constitute a new layoff.
- d. An employee who is offered re-engagement pursuant to C.5.5.b shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer. The Board shall allow up to ten (10) working days from acceptance of an offer under paragraph C.5.5.d for the employee to commence their duties. Where the employee is required to give a longer period of notice to another employer, a longer period shall be granted where mutually agreeable.
- e. An employee's right to remain on the recall list under this Article is forfeited if
 - i. an employee elects to receive severance pay under C.5.11 (Severance Pay);
 - ii. the employee refuses to accept offers for three (3) different positions for which they possess the necessary qualifications, provided such offers are for a period of one (1) school term or more;
 - iii. thirty-six (36) months elapse from the date of the most recent layoff under this article, and the employee has not been recalled;
 - iv. the employee has accepted a continuing appointment in another school district or within the Ministry;
 - v. the recall period for an employee shall be extended while on a statutory leave, for times the employee is pursuing full-time post secondary education or training, or for extenuating circumstances of a serious and/or compelling personal nature as approved by the Superintendent or designate.

6. Seniority List

- a. The Board shall, by October 15 and April 15 of each year, forward to the Union a list of all employees employed by the Board (in order of seniority) calculated according to, Article C.2, Definition of Seniority, as of September 1 of that year. Challenges to this list must be made in writing to the Superintendent or designate by November 15 and May 15.

7. Recall List

- a. The Board shall maintain a recall list. Copies of the Recall List will be sent to the Local on October 1 and February 1 in each school year, or more frequently at the written request of the Local.

8. Sick Leave

- a. All sick leave an employee has accumulated prior to the date of layoff shall remain in the employee's sick leave bank and shall be available to the employee upon being recalled to any temporary or continuing position.

9. Benefits

- a. A member who retains the right to re-engagement pursuant to C.5.5 shall be entitled, if otherwise eligible, to maintain participation, at no cost to the Board, in all benefits provided in this agreement.

10. Appeal Procedure

- a. Where a difference arises between the parties relating to the interpretation and application of the provisions of this agreement, or where an employee has a grievance on the grounds of reasonableness and good faith that cannot be resolved within seven (7) calendar days by the concerted efforts of a committee made up of a representative of the Board and a representative of the New Westminster Teachers' Union, all matters shall then be referred to the Appeal Committee which shall
 - i. investigate the difference or grievance;
 - ii. define the issue in the difference or grievance; and
 - iii. issue written decisions to resolve the difference or grievance within seven (7) calendar days of the date of receipt of such request.
- b. A majority decision of the Appeal Committee shall be final and binding on the parties irrespective of the grievance procedure as provided in this agreement.

- c. Appeal Committee shall be composed of five (5) members:
 - i. two (2) members of the New Westminster Teachers' Union appointed by the Union and holding continuing appointments;
 - ii. two (2) members appointed by the Board, both holding Teaching Certificates and both members of the excluded staff employed by the Board; and
 - iii. a Chairperson.
- d. The Chairperson of the Committee shall be appointed by agreement of the two (2) parties. In the event that the parties cannot agree to the selection of a Chairperson, the Chairperson of the Labour Relations Board shall be requested to make that determination.
- e. All costs of the Chairperson of the Committee shall be shared equally by both parties.

11. Severance Pay

- a. An employee on continuing appointment who has one (1) or more years of continuous employment with SD No. 40 (New Westminster) and who is laid off, save and except an employee who is dismissed for just and reasonable cause or pursuant to Section 92(3) of the School Act may elect to receive severance pay at any time before the employee's right to re-engagement pursuant to C.5.5 is lost, i.e. thirty-six (36) months.
- b. Severance pay shall be calculated at the rate of 5% of one (1) year's salary for each year of service with SD No. 40 (New Westminster) to a maximum of equal to two (2) years' salary. Salary on which severance pay is calculated shall be based on the employee's full-time equivalent salary at the time of their termination of employment.
- c. An employee who receives severance pay pursuant to this article and who, notwithstanding C.5.5.e, is subsequently rehired by the Board, shall retain any payment made under the terms of this Article, and in such case, for purposes only of C.5.5.8 of this paragraph, the calculation of years of service shall commence with the date of such rehiring.

12. Application to Non-Teachers

- a. The provisions of this article apply to all employees who are members of the bargaining unit.

ARTICLE C.20 SUSPENSION, DISMISSAL AND DISCIPLINARY ACTION

1. Pursuant to Section 15 of the *School Act* and Section 84 of the *Labour Relations Code*, the Board may not dismiss or take disciplinary action save and except for just and reasonable cause.
2. Procedures regarding dismissal for unsatisfactory performance are addressed in Article C.21 of this agreement.
3. Where an employee is under investigation by the Board for any cause, the employee and the Union shall be advised in writing of that fact immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation, and in any event shall be notified 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.
4. The parties shall not release to the media or the public information in respect of the suspension or dismissal of an employee except as agreed by both parties or except by joint release agreed upon by both parties.
5. The Board shall neither suspend (other than a suspension to which Section 15 of the *School Act* 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 of Schools 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 employee may file a written reply to the allegations prior to the meeting;
 - d. at such meeting the employee shall be accompanied by a representative and/or advocate appointed by the Union and they shall be entitled to hear all the evidence presented to the Board, to receive copies of all documents placed before the Board and to present witnesses on behalf of the employee, and to ask questions of clarification, or procedure and information;
 - e. in the case of suspension, the meeting referred to herein may be waived by mutual agreement.

6. Differences respecting dismissal and disciplinary action shall be subject to the grievance procedure in Article A6 of this agreement.
 - a. Dismissal grievances may be initiated at Step Three (3) of the Grievance Procedure.
7. An employee will receive written reasons for any formal discipline at the earliest possible time, and such reasons will contain a statement of the grounds for discipline.
8. 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.
9. Any suspension pursuant to Section 15(4) of the School Act shall be a suspension with pay unless the Board proceeds in accordance with this Article.

ARTICLE C.21 PROCEDURES WHERE DISMISSAL IS BASED ON PERFORMANCE

1. The Board shall not dismiss an employee except where the Board has received three (3) reports pursuant to Article E.22 of this Agreement indicating that the learning situation in the class or classes of the employee is less than satisfactory.
2. The reports referred to in C.21.1 shall be prepared in accordance with the process established in Article E.22 (Evaluation of Teachers) 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 of Schools, a Superintendent of Schools or an Assistant Superintendent of Schools;
 - c. the other two (2) reports shall include only reports of:
 - i. a District Superintendent of Schools, a Superintendent of Schools or an Assistant Superintendent of Schools;
 - ii. a Director of Instruction, or
 - iii. the principal of a school to which the employee is assigned.

- d. Where more than one (1) of the three (3) reports is written by the same person at least six (6) months shall have elapsed between the writing of the first and the final report by that person.
 - e. The reports shall be written independently of each other.
 - f. Where the Board has, after the receipt of one (1) or more such reports, recommended to the employee, and the employee has accepted the recommendation, that the employee undertake an agreed program of professional or academic instruction, or both, the remaining report or reports shall be based on inspection of the learning situation or other duties of the employee not less than three (3) or more than six (6) months after the employee has returned to their duties and each report shall be issued within two (2) weeks of the inspection.
3. Where the Board intends to dismiss an employee on grounds of less than satisfactory teaching situation, it shall, no later than two (2) calendar months prior to the end of a school term, notify the employee and the President of the Union of such intention and provide an opportunity for the employee and their representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.
 4. Where, subsequent to such meeting, the Board decides to dismiss an employee, it shall issue notice of dismissal at least one (1) month prior to the end of a school term, to be effective at the end of that school term, setting out the grounds for such action.

ARTICLE C.22 RETRAINING

1. Retraining of employees is a shared responsibility among the Board, the individual employee and the Teachers' Union, within the limits of the district's personnel and financial resources.
2. Retraining is to be applied when an employee has been reassigned to a significantly different grade level, teaching position, or subject area. The reassignment may have resulted from declining enrollment in a school or in the district, or from a reduction in a specific program. In all instances, clauses in this Agreement on seniority, qualifications and transfer shall apply.
3. The purpose of retraining is to provide sufficient curricular and organizational information to the employee to allow them to adapt to the instructional requirements of a new position with confidence and in the shortest time possible.
4. Such retraining should involve
 - a. retraining ahead of anticipated or identified new assignments, such as new grade level, subject area, or special services; and

- b. combining of theory and practice as part of an appropriate retraining program.
5. Prior to assuming the new assignment, the employee shall intern with a colleague at the assignment level or be assisted by colleagues and/or supervisory personnel. During the initial month of the new assignment, the employee shall receive support from colleagues and supervisory personnel and be granted opportunity to visit other classes.

ARTICLE C.23 PART-TIME EMPLOYMENT

1. Part-time employment is recognized as a valid alternative to full-time employment and one that provides opportunity for employees to enter into positions of less than full-time, or into shared positions. Consistent with the provisions of the School Act and Regulations, the following shall apply.
2. Definition
- a. A part-time employee is an employee, other than a Teacher Teaching On Call (TTOC), whose position is as follows:
 - i. all day not each day each week; or
 - ii. part of each day for a semester or the whole school year; or
 - iii. part of a day not each day of the week.
 - b. An employee can become part-time by posting into a part-time position, being approved for a reduced position, or being approved for a job-share partnership.
3. Posted Part-Time Position
- a. Access
 - i. An employee may apply for part-time vacancies pursuant to Article E.27 (Posting Vacant Positions) and Article E.28 (Filling Vacant Positions).
 - b. Rights and Responsibilities
 - i. Part-time employees, shall be entitled to the same rights and subject to the same responsibilities as full-time employees, except where specific provisions for part-time employees apply.
 - c. Tenure
 - i. Part-time employees may be employed in a temporary or continuing position; or

- ii. Part-time employees, employed in a temporary position, shall be hired for a stated period of time.
 - iii. Employees on continuing appointments shall retain their status and seniority even while occupying a position of less than full-time.
 - d. Preparation Time
 - i. Part-time employees shall receive the amount of preparation time as specified in Article D.4 (Preparation Time) of this Agreement.
 - e. Assignment at a Secondary School
 - i. The Board shall make every effort to ensure part-time employees will be assigned to consecutive teaching blocks.
 - f. Benefits
 - i. A part-time employee of 0.40 FTE or more shall be eligible to participate in all benefit plans available to full-time employees.
- 4. Reduced Position
 - a. Access
 - i. Employees with a continuing appointment, up to a full-time position, may request a reduced position and the Board shall consider each request based on operational and educational needs.
 - ii. Employees with a continuing appointment in a reduced position retain the right to return to the employee's previous FTE upon completion of the one (1) or two (2) year period. Such employees shall provide written notice to the Board by March 31.
 - b. Rights and Responsibilities
 - i. Employees in reduced positions shall be entitled to the same rights and subject to the same responsibilities as full-time employees, except where specific provisions for part-time employees apply.
 - c. Tenure
 - i. Upon approval the reduced position will be for a period of one (1) school year. The employee may apply to renew to a maximum of two (2) school years.

- ii. Continuing employees in reduced positions shall retain their status and seniority even while occupying a position of less than full-time.
 - d. Preparation Time
 - i. Employees in reduced positions shall receive the amount of preparation time as specified in Article D.4 (Preparation Time) of this Agreement.
 - e. Assignment at a Secondary School
 - i. The Board shall make every effort to ensure employees in reduced positions will be assigned to consecutive teaching blocks.
 - f. Benefits
 - i. Employees in reduced positions of 0.40 FTE or more shall be eligible to participate in all benefit plans available to full-time employees.
 - ii. Employees in reduced positions who move from full-time to part-time shall be considered to be on leave so that they may purchase pensionable service to provide a full year pension credit at no cost to the Board. An additional year of pension credit may be purchased upon application to the Superintendent or designate.
- 5. Job-Share Partnership Position
 - a. Access
 - i. Two (2) employees, each with continuing appointments, may jointly apply for a job-share partnership, by March 31, for a single continuing position for the subsequent school year. Such application shall be:
 - a. considered based on their commitment to collaborative practice, and operational and educational needs; and
 - b. not unreasonably denied.
 - ii. Where a new job-share partnership has been approved, the two (2) employees may elect to share a continuing position held by one (1) of the partners, or they may jointly apply for continuing vacancies as a partnership, pursuant to Article E.27 (Posting Vacant Positions) and Article E.28 (Filling Vacant Positions).
 - iii. For the purpose of post and fill, the seniority of the job-sharing partnership shall be the same as that of the more senior partner.

- iv. The Board shall grant a continuation of the job-share partnership, in a single continuing position, for subsequent school years.
 - v. The job-share partnership shall not be unreasonably dissolved by the Board.
 - vi. The NWTU and the Board will sponsor a meeting each year prior to spring staffing to allow prospective employees to meet for the purposes of finding a job-share partnership for the subsequent school year.
- b. Rights and Responsibilities
- i. Employees in job-share partnerships, shall be entitled to the same rights and subject to the same responsibilities as full-time employees, except where specific provisions for part-time employees apply.
- c. Tenure
- i. Employees on continuing appointments shall retain their status and seniority even while occupying a job-share position of less than full-time.
 - ii. For the purpose of lay off in the District, the Board shall consider the seniority of each employee in a job-share partnership independent (separate) of the other, pursuant to Article C.5 (Seniority/Lay Off/Recall/Severance Pay).
 - iii. For the purpose of declining enrollment at a school, pursuant to Article E.21 (Transfers and Assignments), and the least senior employee on the school staff is in a job-share partnership, the following steps shall apply:
 - a. The most senior employee in the job-share partnership shall first be offered the combined FTE of the shared position;
 - b. Should the more senior job-share partner not exercise their right in C.23.5.c.iii.a, the two (2) continuing employees in the job-share partnership may elect to participate in the post and fill process, pursuant to Article E.27 (Posting Vacant Positions) and Article E.28 (Filling Vacant Positions);
 - c. Should the more senior job-share partner not exercise their right in C.23.5.c.iii.b, the employee on staff with the next least seniority will be offered the equivalent FTE of the shared position held by least senior job-share partner. If the next least senior employee accepts the FTE, then a new job-share partnership will be created;

- d. If the next least senior employee chooses to decline the equivalent FTE of the shared position in C.23.5.c.iii.c, then that employee shall no longer be on the staff of the school effective July 1 and they shall participate in post and fill pursuant to Article E.27 (Posting Vacant Positions) and Article E.28 (Filling Vacant Positions), and the least senior employee shall continue in the job-share partnership.
- d. Preparation Time
 - i. The Board recognizes that when two (2) employees enter into a job-share partnership, working in a single position, the job-share partnership will be entitled to the full preparation time allocated in accordance with the Collective Agreement for the FTE of the shared position.
 - ii. It is recognized that each individual employee's preparation time may not be a pro rata entitlement based on their assignment FTE, and that scheduling of preparation time shall be made through consultation with the employees and their administrator.
- e. Benefits
 - i. An employee with an FTE of 0.40 or more in a job-share partnership shall be eligible to participate in all benefit plans available to full-time employees.
 - ii. Employees in a job-share partnership are considered to be on leave so that they may purchase pensionable service to provide a full year pension credit at no cost to the Board. An additional year of pension credit may be purchased upon application to the Superintendent or designate.
- f. Dissolving Job-Share Partnerships
 - i. Written notice shall be provided to the Board by March 31 of either employee's intent to dissolve the job-sharing partnership at the end of the school year. Upon dissolution of the job-share partnership, each employee shall be on the staff of the school from which the job-share partnership dissolved, with:
 - a. the appointment FTE they each held prior to establishment of the job-share partnership; and
 - b. the seniority each employee holds individually.

6. Temporary Increase in FTE for Part-Time Employees
 - a. Continuing employees with a position of less than full-time, at that school or site, may request an increase in their FTE up to full-time, by March 31 for the subsequent school year.
 - i. The employer will consider such requests when the operational or educational needs of a school or site require a temporary increase in staffing FTE.
 - ii. Should more than one (1) employee, at that school or site, have requested an increase in their FTE up to full-time by March 31, the Board will consider the requests, pursuant to Article C.2 (Seniority) and C.5 (Seniority/Lay Off/Recall/Severance).
 - b. The Board may offer an employee in a temporary or continuing position of less than full-time, at that school or site, a temporary increase to their FTE up to full-time.
7. Salary
 - a. Part-time employees shall be paid that portion of their regular scale placement that relates to the portion of the instructional week worked.
8. Sick Leave
 - a. On a pro-rated basis, part-time employees shall be eligible for sick leave provisions as specified in Article G.20 (Sick Leave) of this agreement.
9. Professional Development
 - a. Part-time employees who are requested by the principal or designate and agree to undertake professional development or in-service activities which occur outside of their regularly scheduled instructional assignment shall be paid the applicable TTOC rate.

ARTICLE C.24 TEMPORARY EMPLOYEES' EMPLOYMENT RIGHTS

1. Employment of Temporary Contract Employees
 - a. The Board shall appoint employees on temporary contracts to positions which are temporarily vacant or temporarily existing.
 - b. A position which exists for more than two (2) consecutive years shall be deemed not to be a position temporarily existing.

- c. The Board agrees to provide to the Union no later than October 1 in any school year a list of employees hired on temporary contract for the school year, and a list of positions the Board considers temporarily existing or temporarily vacant for the school year.
- d. If an employee is known to be absent for over twenty-five (25) days, they will be replaced by an employee on a temporary contract.

2. Re-Employment of Temporary Contract Employees

- a. Employees who have been employed by the Board on one (1) or more temporary contracts of four (4) continuous months full-time equivalent of one (1) assignment, and have not received a less than satisfactory report, shall be entitled to further available temporary contracts. The employees selected for available temporary contracts shall be those with the greatest seniority, provided they possess the necessary qualifications for the positions available. In this article, “seniority” and “necessary qualifications” have the same meaning as in C.3.

Process

- i. When a temporary position of at least a semester or term becomes available, the district shall first offer re-engagement to the employee on the temporary list who has the longest service with the district provided that employee possesses the necessary qualifications for the position available. If that employee declines the offer, the position shall be offered to the temporary employee with the next longest service and the necessary qualifications. This process shall be repeated until the position is filled.
- ii. It is understood that the recall and placement of employees on continuing appointments shall take precedence over the appointment of temporary employees.
- iii. It is the responsibility of each temporary employee to provide a current address and telephone number to the district.
- iv. The right of re-employment shall be forfeited if:
 - C.24.2.1.4.1 offers of two (2) different positions are declined;
 - C.24.2.1.4.2 the employee has not been re-engaged within fifteen (15) months of the terminal date of the last temporary appointment.
- v. Should any question arise within seven (7) calendar days of re-employment of a temporary employee as to whether the employee has or does not have the necessary qualifications for a particular position, the question shall be referred to the Qualifications Committee.

The Qualifications Committee shall be composed of four (4) persons, namely two (2) representatives from the New Westminster Teachers' Union and two (2) representatives of the Board's excluded staff who hold teaching certificates. The recommendations of the Committee shall be presented to the Board for approval. To enable a time frame for the appeal process to take place, all temporary appointments shall be pro tem to become effective thirty (30) days after employment.

- vi. All experience from September, 1980, on a temporary contract, judged satisfactory in a principal's evaluation report shall be cumulative in calendar months of experience for seniority purposes. This clause shall apply to all employees on temporary contracts employed on June 30, 1985, and/or any other temporary contracts thereafter.
- vii. Maternity leave will be granted within the term of a temporary contract.

3. Conversion to Continuing Contract

- a. Employees who have been employed by the Board on temporary contracts shall be entitled to available continuing contracts as provided in Article E.21, Transfers and Assignments.
- b. An employee on a temporary contract shall be granted a continuing contract of employment, provided that the employee has been employed under temporary contract for a minimum of twelve (12) consecutive school months.
- c. Community Education
 - i. Effective July 1, 1999, any employee on a temporary contract who is employed either part-time or full-time shall be made a continuing employee at the latest after two (2) years.

ARTICLE C.25 TEACHER TEACHING ON CALL (TTOC) HIRING PRACTICES

1. Teacher Teaching on Call (TTOC) List

- a. The Board shall maintain a list of persons who are qualified and have requested to be placed on the list of on call teachers. The Board shall forward a copy of such a list to the Union in the month of September, and in the month of January in each school year.
- b. Subject to this Article, the Board shall not remove a person from the list of teachers on call unless written reasons have been given to the TTOC with a copy to the Union.

2. TTOC Hiring
 - a. In appointing TTOCs, the Board shall, pursuant to Section 19 of the School Act, select a person on the list qualified for the assignment who possesses a valid BC teaching certificate, in preference to a person not possessing such a certificate.
 - b. The Board may appoint persons not on the list to a TTOC assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.

ARTICLE C.26 INDEMNIFICATION

1. The Board shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any action or proceeding, whether civil or criminal, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.
2. The above section does not provide a defence where
 - a. an employee has, in relation to the conduct that is the subject matter of the action, been proved guilty of dishonesty, gross negligence, or malicious or willful misconduct; or
 - b. the cause of action is libel or slander.

ARTICLE C.27 STAFF ORIENTATION

1. All members new to the staff of the Board shall receive within the first sixty (60) days of commencing duties an orientation jointly provided by the Board and the Union.
2. The orientation shall acquaint employees with the basic operation of the school district and the school as well as the rights and responsibilities of the collective agreement.

SECTION D WORKING CONDITIONS

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD

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

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

Local language:

1. The common objective of the Board and the New Westminster Teachers’ Union is to provide the pupils in the New Westminster schools with the highest quality of instruction.
2. Both parties recognize that conditions must exist under which teachers are able to:
 - a. determine individual needs and learning styles of pupils;
 - b. adapt programs accordingly;
 - c. prepare adequately for instruction;
 - d. evaluate and monitor student progress;
 - e. maintain necessary contact with parents, administrators, appropriate social and health agencies and auxiliary personnel;
 - f. keep appropriate records.
3. The Board agrees to recognize the budgetary requirements of the class size limits indicated in the following section when determining the annual budget for the district.
4. In support of the conditions listed in D.1.2 and D.1.3 the Board recognizes the following limits in class sizes.

5. Class Size

Class	Students
Primary class that includes Kindergarten	20
Special	10
Intermediate Ungraded/Split (4,5,6,7)	28
Intermediate (straight grade) (4,5,6,7)	30
Lab Sciences	24
Shop	24
Modified Class (Secondary)*	16
Communications 11	24
Home Economics Labs/Ind.Ed./Art	24
Computer	24
Multilevel	28
E.S.L.	15
Any Other Class (4-12)	30
Total Secondary Weekly Teaching Lead	196

*Modified class (Secondary) includes Mathematics 8 Modified, English 8 Modified, English 9 Modified, English 10 Modified, Science 8 Modified, Science 9 Modified, Science 10 Modified and Socials 8 Modified, Socials 9 Modified, Social 10 Modified and Socials 11X.

[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.]

6. In grades 4 to 12, The above limits may be exceeded by two students.

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

7. The parties recognize that a lower number of students is desirable in multigrade classes and therefore the school based team, D.1.10, shall take this factor into consideration by at least one.
8. Unique groupings of students varying from the class size stated above may be created at the initiative of the teachers involved to fulfill particular educational purposes.

[See also Local LOU No. 5 Re: Community Education (Summer School/Night School) Class Size.]

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION

No provincial language.

Local language.

1. The integration of students with special needs who fall into the categories of High Incidence/Low Cost or Low Incidence/High Cost, excepting Gifted and Talented, will result in a smaller class size by at least one than the numbers listed above in Article D.1. In any case the number of High Incidence/Low Cost or Low Incidence/High Cost students, excepting Gifted and Talented, in any one class shall not exceed three (3). If there are three (3) High Incidence Low Cost/Low Incidence High Cost students in a class the size will be reduced by at least two (2) from the numbers listed above.
2. A school based team consisting of the teacher, school principal, resource personnel and associate professionals shall be consulted about the identification of special need students and shall determine the placement of the resources for the integration of students in his/her class to ensure that these are appropriate to the special needs of such students in his/her class. Release time for consultation, support services and in service to meet the teachers' requirements shall be planned for at these meetings.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS

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

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

Position	Ratio	Source of ratio
Teacher Librarian	1:702 students	LOU No. 12
Counsellors	1:535 students	Settlement to Former LOU No. 3 (1999)
Learning Assistance Teachers (LAT)	1:504 students	Settlement to Former LOU No. 3 (1999)
Special Education Resource Teachers (SERT)	1:342 students	LOU No. 12
English Second Language (ESL)/ English Language Learning (ELL)	1:61.4 ESL/ELL students	Former LOU No. 5 (2000)

ARTICLE D.4 PREPARATION TIME

1. Each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
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.
3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

LOCAL PROVISIONS

4. Each full-time elementary teacher shall be entitled in each five (5)-day week to minutes of free time from instructional and supervisory duties during the school day which is exclusive of recess and noon intermission per Article D.4 Preparation Time.

5. Part-time elementary teachers at 0.50 FTE or above shall receive a pro rata entitlement based on their full-time equivalent assignment to the school.
6. Where practicable, the unassigned time shall be scheduled in modules of not less than twenty (20) minutes.
7. The Board shall continue the practice of providing preparation time equivalent to one (1) block in eight (8) for full-time teachers in secondary schools or pro rata for part-time teachers at 0.50 FTE or above.
8. Preparation time in Community Education shall be unscheduled and undefined and is arranged within each program according to student needs, co-operative planning and consistent with practices established in Community Education.
9. Each full-time Middle School teacher shall be entitled to not less than one hundred eighty (180) minutes of time, averaged per five(5)-day week, free from instructional and supervisory duties during the school day which is exclusive of the nutrition break and noon intermission, and inclusive of preparation and common planning time.
 - a. Part-time middle school teachers at 0.5 FTE or above shall receive a pro rata entitlement based on their full-time equivalent assignment to the school.
 - b. Common planning time shall be arranged by teams on a regular basis and on average not less than once per week.

ARTICLE D.5 MIDDLE SCHOOLS

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the Collective Agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.

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

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

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

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

ARTICLE D.20 HOURS OF INSTRUCTION

1. No elementary teacher shall be required to offer instruction for more than five (5) hours per day, or twenty-five (25) hours per five (5)-day week, including preparation time. No secondary teacher or Community Education employee shall be required to offer instruction for more than five and one-half (5.5) hours per day, or twenty-seven and one-half (27.5) hour per five (5)-day week, including preparation time.

2. Middle Schools

No middle school teacher shall be required to offer instruction for more than five hours and ten minutes (5h10m) per day, or twenty-five hours and fifty minutes (25h50m) per five (5)-day week, including preparation time.

ARTICLE D.21 REGULAR WORK YEAR FOR EMPLOYEES

1. The school year as determined by the School Act and appropriate regulations and set out annually in a Ministry of Education Information Circular shall be considered as the employee work year.
2. Employees covered by this Agreement who agree upon request in writing by the Board to work beyond the last working day in June (unless regular school work is unfinished), during the Christmas or Spring break, or prior to the first working day in September, shall have the option to be paid at a scale rate of one (1) over the number of prescribed school days in the year, as defined by the Ministry, times the annual salary and allowances, or to take equal time off in lieu, at a time mutually agreed, for each day so employed. This provision also applies to an employee required by the Board to attend court during non-teaching days.
3. No employee shall suffer loss of pay in the event of a Board ordered closure of a worksite or a Board ordered cancellation of student attendance. No employee shall be required to report to work in either of the above circumstances.
4. Community Education Employee
 - a. Community Education recognizes a school year for employees which is equivalent to the school year set out in the school calendar regulations. Programs operate day and night, on weekends and year round; thus, traditional school year cycles and vacation arrangement may not be suitable for most of the time. The flexibility required by Community Education can and should be advantageous to employees as well.
 - b. Employees who agree to work beyond the work year set out in Article D.21.4.a above will be paid pursuant to Article D.21.2.

- c. The rationale of this flexibility is to assist in providing continuous service to learners, to develop new programs, support newly developed programs, as well as enable employees to creatively bank and cluster vacation time in lieu of additional cost to the Board. This flexibility will allow employees to take extended vacations periodically, whereas the traditional school year limits employees to July and August each year.
- d. In order to adequately plan for the maintenance and development of the various educational programs within Community Education, and to provide continuous service to learners, budget information and the funding formula for distributing the funds to the various programs must be made available to the union as soon as possible after April 20. Decisions about operating evenings, weekends, Christmas Break, Spring Break or Summer should be decided by the individual programs by May 15 for the following period: September 1 to and including August 30.
- e. Article D.21.3 shall also apply to Community Education Employees.

ARTICLE D.22 SUPERVISION DUTIES (NOON HOUR)

- 1. No employee shall be required to perform school supervision duties during the school's regularly scheduled noon intermission, before or after school, and will be expected to supervise, at most, only one (1) recess per week. The duty roster shall be set by the staff committee in each school.

- 2. Middle Schools

No employee shall be required to perform school supervision duties during the school's regularly scheduled noon intermission/lunch, before or after school, and will be expected to supervise at most, only one (1) recess/nutritional break per week. The duty roster shall be set by the staff committee in each school.

ARTICLE D.23 EXTRA-CURRICULAR ACTIVITIES

- 1. Extra-curricular activities and programs are defined as being those aspects of pupils' school life provided by employees which are beyond the activities relating to provincially and locally established curricula.
- 2. While the Board and the Union agree that extra-curricular activities are an important aspect of school programs for pupils, it is recognized that extra-curricular activities are assumed by an employee on a voluntary basis.
- 3. Extra-curricular activities shall not form any part of a job description, or evaluation of an employee unless requested by the employee.

4. While voluntarily involved in extra-curricular activities, employees shall be considered to be acting in the employ of the Board, for purposes of liability of the Board and coverage by the Board's insurance.
5. The Board agrees not to enter into an agreement with any employee which reduces the hours of instruction in compensation for providing extra-curricular activities.

ARTICLE D.24 AVAILABILITY OF TEACHERS TEACHING ON CALL (TTOC)

1. A Teacher Teaching on Call (TTOC) shall be provided by the Board during the absence of any employee who has teaching assignments except that
 - a. in the event of an emergency a senior administrator or administrative officer may perform the duties of the absent employee; or
 - b. if, after the beginning of a school day, an employee has to leave their teaching assignment, a senior administrator or administrative officer may perform the duties of the absent employee; or
 - c. in Community Education programs, the callout of a TTOC will be at the discretion of the Program team, taking into account the expected number of students in attendance, the number of employees absent, and the nature of the class(es) of the absent employee(s).
2. In the event of a long-term absence and where it is evident to the principal that students' needs would not be met, an employee currently employed in the school may be asked to perform the duties of the absent employee and a TTOC found to take the replacement employee's place.
3. Duties other than the employee's normal workload shall not be assigned.

ARTICLE D.25 STAFF MEETINGS

1. Employees must attend staff meetings in accordance with the provisions of this Article unless excused by their principal.
 - a. The principal shall give at least seven (7) days' notice of a staff meeting, except as provided in Article D.25.7 below. Where seven (7) days advance notice is not given, employees shall make every possible effort to attend the meeting.
 - b. An agenda of items shall be given to employees forty-eight (48) hours prior to any staff meeting where possible.

- c. Employees may place items on the agenda to be considered.
 - d. Additional items for consideration may be added to the agenda at the beginning of the meeting.
 - e. Written minutes shall be maintained and copies shall be provided to staff.
 - f. Staff Meetings shall be conducted in a manner that enables all staff members to participate in a safe, inclusive, and respectful environment in which they may meaningfully engage.
2. Staff meetings shall be held on school days as defined by the school year calendar set by the Ministry of Education. Such meetings shall be scheduled:
 - a. To commence no more than one (1) hour prior to the beginning of classes;
 - b. To commence no later than ten (10) minutes after classes conclude and last no longer than ninety (90) minutes after regular dismissal time of students.
 3. Employees shall attend staff meetings held at recess, lunch hour or outside the above time frame on a voluntary basis.
 4. Employees shall make a reasonable effort to attend staff meetings that may extend beyond the time frame set out in this Article.
 5. The staff may elect a chairperson to chair staff meetings.
 6. Part-time and itinerant employees shall attend staff meetings whenever practicable or when the staff meeting is contiguous with the instructional assignment.
 7. There shall be a maximum of four (4) hours of staff meetings per month.

ARTICLE D.26 STAFF COMMITTEES

1. If the majority of the teaching staff in the school so decide, there shall be established a recognized staff committee in that school.
2. The size and membership of such a staff committee shall be determined by the teaching staff.
3. Subject to change by a majority vote of the school staff, the staff committee may consider any issue affecting the teaching and learning conditions within the school and make recommendations for improvement in the total teaching and learning situation.

4. Implementation:
 - a. The school administration shall consider written recommendations put forward by the staff committee.
 - b. Should the school administration, after consideration, not act on a recommendation of the staff committee, written reasons shall be provided to the staff committee, with a copy to the Superintendent of Schools.
 - c. Decisions made by a majority vote of the school staff and accepted by the administrator shall be binding on all members of the staff.

ARTICLE D.27 LOCAL UNION INVOLVEMENT IN BOARD BUDGET PROCESS

1. Representatives of the Union shall have the right to participate at any open meeting where the School Board or Board officials or administrators make or formulate budget decisions.

ARTICLE D.28 POLICY CHANGES BY THE BOARD

1. Policy changes by the Board shall be governed by the following statement which is in accordance with the District Policy on Policy Making: “The New Westminster Teachers’ Union will be consulted prior to the adoption of policies which will affect the working lives of employees or have a direct bearing upon the quality of education received by the students. This process of consultation will allow sufficient timelines for written and oral presentations and responses to be made by both parties.”

ARTICLE D.29 HEALTH AND SAFETY

1. The Union and the Board shall participate in a District Health and Safety Committee together with other representatives of interested groups in the district. Recommendations of the Union on health and safety shall be brought to the attention of the Committee for its consideration and necessary action where appropriate.
2. Classes shall be conducted only in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are in accordance with WorkSafeBC regulations and guidelines, to ensure an environment that is hygienic, safe and conducive to effective learning.

3. The following health standards shall be maintained in district schools:
 - a. specific problems that endanger the health and safety of individual employees or students must be eliminated;
 - b. adequate supplies of soap, toweling and tissue must be maintained and accessible; and
 - c. an adequate, accessible supply of disposable gloves and disinfectant shall be provided in each school for employees required to deal with students' blood or other bodily fluids.

ARTICLE D.30 HAZARDOUS MATERIALS

1. The Board shall provide staff, time, and resources to ensure that the Workplace Hazardous Materials Information System (WHMIS) is fully implemented in all appropriate school sites and workplaces in the district.
2. The Board shall provide an education program annually to make sure that all appropriate employees understand the WHMIS labels and the Material Safety Data Sheets (MSDS), and they are fully instructed in precautionary measures concerning specific materials.

ARTICLE D.31 HOME EDUCATION

1. Educational services that may be required for home education students (as defined in the School Act Div. 4 (12 and 13), regulation Section (3) shall be provided by members of the bargaining unit.
2. The Board shall provide such resources as are agreed to between the Board and the affected parties to meet its statutory requirements in respect of home education students.
3. Teachers who enroll classes or otherwise provide educational programs to school based students shall not be required to register, instruct, prepare materials or exams, assess or prepare reports or provide other educational resources to home education students.
4. A part-time employee who enrolls a class(es), or otherwise provides an educational program to school based students may be assigned duties in respect of home education students through a percent increase to their assignment.

ARTICLE D.32 STUDENT MEDICATION AND MEDICAL PROCEDURES

1. The provision of this article shall be in accordance with the applicable Inter-ministerial Protocol (1988).
2. Employees shall not be called on to administer medication nor administer other medical procedures on a regular or predictable basis.
3. The administration of medication and/or other medical procedures shall be the responsibility of appropriate health personnel except for those mature students capable of and trained in self administration.
4. The board shall ensure that schools establish systems for administering medication and other medical procedures after consultation with employees, parents, family physicians, the public health nurse and the medical health officer.
5. If exceptional circumstances prevent the foregoing from being applicable and employees are requested to administer medication or other medical procedures, the following conditions constitute prerequisites:
 - a. employees volunteer to provide the service; and
 - b. employees receive training appropriate to the required duties.

ARTICLE D.33 COPYRIGHT

1. The ownership of and copyright to educational materials such as: teaching aids, films, outlines, notes, manuals, apparatus, which have been designed, written or constructed by employees with materials, with funds, and/or technical or clerical assistance provided by the Board, is vested in the Board. If an employee wishes, they may discuss details with the Board and an agreement will be reached to give copyrights to an employee on the following conditions:
 - a. that the Board retains the right in perpetuity and without penalty to use these strategies/materials and/or alter these strategies/materials for their use but not for the purpose of profit; and
 - b. the Board may require that ten percent (10%) of all royalties paid to, for or on behalf of the author, following such release of copyright by the Board to them, be repaid, retained or paid to the Board to defray the Board's costs of their development.

ARTICLE D.34 PURCHASE OF SUPPLIES, RESOURCES, AND EQUIPMENT

1. The Employer will advise employees of school and district funds available, and the process for resourcing educational programs, including classroom resources, utilizing school and district funds available.

ARTICLE D.35 SPACES AND FACILITIES

When new construction or renovations will affect an employee's working environment and materials, employer representatives will meet with union representatives to convey plans and seek input to support packing, moving and unpacking.

SECTION E PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT

1. A non-sexist environment is defined as that in which there is no discrimination against employees 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.
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.
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.
4. Prior to October 31st 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

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.
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.
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.

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.
5. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
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

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.
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

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.

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.

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

- 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.
- 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.
- 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.
- 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.
- 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

- 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.

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.

ARTICLE E.20 NO DISCRIMINATION

1. The Board agrees in exercising its personnel management responsibilities that there shall be no discrimination exercised or practiced with respect to any Union member in the matter of hiring, wages, training, upgrading, promotion, transfer, layoff, recall, discipline, classification or discharge by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, gender identity or expression, marital or parental status, family relationship, place of residence, handicap, nor by reason of their membership or activity in the Union or the BCTF.

ARTICLE E.21 TRANSFERS AND ASSIGNMENTS

1. Transfers Initiated by the Board
 - a. Employees are appointed to the district and assigned to a school.
 - b. In order to provide the best quality of instruction for children, flexibility in staffing is essential, and this may necessitate the transfer of employees. The three (3) criteria that must be considered in any transfer initiated by the Board are the needs of the district, the qualifications or expertise of the employees and the seniority of employees in the district. Employees returning from leave shall not be subject to transfer more than any other employee. Should a transfer be necessary,

the other provisions of this article shall apply. Every effort will be made to assign employees returning from leave to positions for which they have the necessary experience and qualifications.

- c. Employees on maternity leave or medical leave who plan to return during the term or semester, within a school year, will be assigned to their original position.
- d. The purpose of employee transfer initiated by the Board is to provide:
 - i. balanced staffing in accordance with the enrollment requirements of a school;
 - ii. staff to specialized services or programs required by a school; and
 - iii. when necessary, relief to situations of incompatibility.
- e. Transfers shall not be initiated by the Board as a disciplinary measure.
- f. A Board official intending to recommend transfer shall inform the employee at the earliest opportunity prior to the recommendation being placed before the Board. The nature of the transfer, and the reasons for it, shall be communicated to the employee. The employee shall have the opportunity to consider the matter and reply within seven (7) days before the recommendation is placed before the Board.
- g. If an employee is transferred to a significantly different assignment, the Board shall provide adequate employee support and in-service release time to ensure quality instruction.
- h. Except in extenuating circumstances,-an employee who has been transferred shall not be subject to a Board initiated transfer without agreement for three (3) school years.

ARTICLE E.22 EVALUATION OF TEACHING

- 1. The Board and the Teachers' Union agree that teachers, school-based administrators and district administrators will be involved as supervisors in an on-going, effective and positive process of supervision leading to the improvement of instruction in the district.

Teachers possess skills and understanding which would make them effective supervisors for their colleagues.

Recognizing that self-motivation is the key, the main goals of supervision are the improvement of instruction through self-direction, self-analysis, and the enhancement of a supportive educational environment. When colleagues enter into a process of supervision a relationship of mutual trust should exist.

The district will work toward the implementation of Clinical Supervision as the model of Supervision of Instruction to be used in the schools.

Schools, with district support, will be encouraged to develop in-service programs that will provide the staff members with the skills and knowledge necessary to understand and practice Clinical Supervision.

To enhance their supervisory skills teachers will receive appropriate professional development and become available as supervisors.

Representatives of the Board and the Professional Development Committee of the Union will continue discussions to develop further and add to established criteria (personnel and process) in the Clinical Supervision Model.

2. Summative Evaluation of Teachers

a. Statement of Purpose

Summative Evaluation through teaching reports is a legally required process. As such it must conform with the requirements of the School Act and Regulations.

The integrity of the evaluation process is only maintained if the requirements of justice and due process are followed. The requirements cannot be so rigid or restrictive that the credibility of the evaluation process is brought into question. For the protection of the interests of the public and of the teacher, both parties in the summative evaluation process have an obligation to plan and to carry out a thorough and fair assessment.

b. The following statements define the obligations of the parties, i.e., the report writer and the teacher whose performance or effectiveness is to be assessed.

i. The parties shall seek agreement on the process of evaluation and on the criteria by which the effectiveness of a teacher's performance is to be assessed.

Every teacher has a responsibility to help define the criteria which constitute valid descriptors of effective teaching. On the other hand, no individual should be in a position to impose their biases arbitrarily. General criteria should be developed on a school-wide or district wide basis and should be acceptable to teachers as a group. To raise awareness of teachers and to maintain the validity of these criteria, they should be regularly reviewed by school staffs and adapted to the needs of their

respective schools. Further adaptation may be necessary to address individual teaching situations.

The teacher should seek assistance in obtaining a clear understanding of the criteria and the evaluation process.

Prejudgment of the outcome of the evaluation process should not be permitted to affect the design of a valid and thorough evaluation. Depth, comprehensiveness, and specificity of data collection and reporting may vary according to individual needs and circumstances. For example, reports on beginning teachers and teachers whose reports may be or have been less than satisfactory should be thoroughly documented, whereas a second report on a teacher whose assignment is relatively unchanged since their last report may constitute an update based on few current observations and may be referenced to supporting documents, if any.

Both parties should have the opportunity to select some of the predetermined observation times.

- ii. The criteria of effectiveness shall relate to those aspects of the teaching/learning situation which can reasonably be expected to be the teacher responsibility and over which the teacher has control.

Report writers should make appropriate allowances for factors such as availability of resources, unusual aspects of the teaching load, or the teacher's qualifications, which may impact upon teacher effectiveness. Where deviations from an ideal situation are significant, it may render satisfactory performance difficult, if not impossible.

- iii. The parties shall seek agreement on the time span of the evaluation process, and on the timetable for specific observations and conferences related to the evaluation process.

The agreement may be very detailed and specific or it may merely indicate that no preconference, or notice of an observation is desired by either party. The degree of structure in the timetabling should vary according to the situation and the respective needs of the teacher and the evaluator.

- iv. The evaluation process shall be based on sufficient observations which adequately reflect the teacher's assignment.

The process should not be an intrusive measure. Too frequent observations and conference sessions can, in themselves, affect the teacher's performance. Too few, or too sketchy a series of observations make the subsequent report suspect.

Each observation should be recorded by the report writer. Notes should be shared and discussed with the teacher.

- v. A teacher whose performance is found to have weaknesses shall have the opportunity to participate in a plan of assistance. Where a teacher does not meet the criteria of effectiveness at a satisfactory level, the principal should take the initiative in developing a plan of assistance and constructive support suitable to the teacher. The teacher should cooperate fully in the preparation and implementation of such a plan. Weaknesses which are overcome through such support should not be reflected in the final report.
- vi. The content of a teaching report shall be a specific, objective description of teaching performance. Judgments made shall be adequately substantiated.

Report writers should develop the skill of factually describing a teacher's performance in direct relation to the agreed upon criteria. They should be able to set philosophical biases aside and accurately describe teaching practice observed. They should be able to differentiate between the level of performance being demonstrated, and basic competency. Legislation provides a qualified privilege to make judgments. The privilege should not be used lightly and judgments should be adequately substantiated. Report writers should avoid innuendo, faint praise, vagueness, and ambiguity. These are unfair to the teacher and detract from the effectiveness of the assessment. Inclusion of critical comments should occur only when the teacher has shown inability or unwillingness to rectify shortcomings.

- vii. The evaluator shall provide a draft of the teaching report to the teacher. The parties shall make every effort to establish agreement on the accuracy of the report. Where differences of opinion occur, an attempt shall be made to reconcile these differences.

A copy of the draft report should be given to the teacher prior to the discussion. Discussion may be brief. However, the opportunity for a careful examination and discussion of a draft should be provided before a report is filed. If the discussion of such a draft is to be fruitful, both parties must be flexible and demonstrate good faith in attempting to arrive at a mutually acceptable description of the teacher's performance.

The review of the draft report enables the teacher to:

- 1 review the accuracy of the factual information in the report:
- 2 suggest the inclusion of verifiable strengths at the school, district, or provincial level that have not been mentioned;

- 3 ensure that comments regarding teaching behaviours refer to mutually reviewed documentation and data gathered by the report writer during observation sessions or elsewhere;
- 4 gain recognition for improvement on previously documented levels of performance; and
- 5 discuss any items in the report of concern to the teacher.

Following this process before a report is filed ensures that the requirements of Clause 5 of the BCTF Code of Ethics are met. A teacher who declines the opportunity to reconcile differences of opinion regarding a draft report should be prepared to accept the filing of a unilateral version of the report by the report writer.

- viii. Every report on teaching performance, including reports on Teachers Teaching on Call (TTOCs), shall be in writing. The teacher shall receive a copy at the time the report is filed. Teachers shall have the right to submit, to the principal, a written commentary on the report, which shall be attached to, and filed with, all copies of the teaching report.

Members must not engage in the practice of making oral reports on other members in an unethical manner. Clause 5 of the BCTF Code of Ethics requires that criticisms of teacher performance and related duties be directed first to the individual criticized. Furthermore, notice is required prior to directing these same criticisms to appropriate officials. The School Act clearly designates who has the authority to report on teaching performance and limits the parameters within which reporting may occur.

- ix. Where disputes arise in the planning or carrying out of a summative evaluation, or the content of a teaching report, the parties shall seek the assistance of a mutually acceptable third party or parties to resolve the dispute.

Because of the enormous implications teaching reports can have on a member's career, it is essential that differences over both process and content be resolved so far as is possible. To this end, either party shall have the opportunity to initiate the involvement of a third party to assist in resolving the dispute. Such initiative may be taken through the Union, or the Board. Disputes over process should be resolved through the discussion with one or both of these. The third party shall be objective, accessible and competent to mediate.

Disputes which cannot be resolved through discussion between the parties should not be common since both parties benefit from a well planned process, and in most cases wish to carry out their obligations with good will.

Where there are serious disputes over judgments made in the teaching report, it may be necessary for an evaluation to be carried out by a mutually acceptable third party or a third party acceptable to both the Board and the Local Union.

Every effort must be made to resolve the dispute. It should be understood that under the present School Act, a principal can be required to complete a summative teaching report in spite of a lack of resolution of the dispute.

ARTICLE E.23 PERSONNEL FILES

1. There shall be only one (1) official personnel file for each employee, and it shall be maintained at the District Office.
2. After receiving a request from an employee, the employer shall forthwith grant access to that employee's personnel file.
3. An appropriate official of the District Office shall be present when an employee reviews their personnel file, and the employee may be accompanied by an individual of the employee's choosing.
4. The Board agrees that only material relevant to the employment of the employee, shall be maintained in personnel files.
5. An employee shall be informed when material is placed in the employee's personnel file and a copy of the material sent to the employee.
6. Where material critical of the employee, or in the nature of a reprimand, is placed in their personnel file, the employee may make written request to the Director of Human Resources to have the material removed two (2) years after the filing, provided that no further material of that nature has been subsequently filed. The employer shall provide written notice to the employee upon removal of the material from the employee's personnel file.
7. Personnel files shall be the custody of the Superintendent and shall not be accessible to other than appropriate administrative officials of the school district.

ARTICLE E.24 SCHOOL ACT APPEALS

1. Where a pupil and/or parent/guardian files an appeal under the School Act and Board By-Law of a decision of an employee covered by this Agreement, or in connection 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.
2. The Board shall hear an appeal only after the pupil and/or parent/guardian of the pupil has been requested to discuss the decision with the employee(s) who made the decision, the school based administrative officer and the Superintendent or their designate.
3. No decision or By Law of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit or process contained in this Agreement, or deprive the employee of any right, benefit or process otherwise provided by law.
4. The By Law to establish the procedure for appeals by students and parents under the School Act shall be available to employees in the office of every site in the district.

ARTICLE E.25 FALSELY ACCUSED EMPLOYEE ASSISTANCE

1. When an employee has been accused of child abuse or sexual misconduct and
 - a. an investigation by the Board has not concluded that the accusation is true; or
 - b. the employee is acquitted of criminal charges in relation to the accusation; or
 - c. an arbitrator considering discipline or dismissal of the employee finds the accusation to be false.
2. The employee shall be entitled to assistance through the Employee Assistance Plan from the Board as provided in this article.
3. The employee and the employee's family shall be entitled to all reasonable specialist counselling through the Employee Assistance Plan and/or medical assistance to deal with negative effects of the allegations.

4. Notwithstanding any other part of this Collective Agreement, the employee shall be assisted to the fullest possible extent by the Board in assuring successful return to their duties, including any necessary period of leave of absence with pay (using any or all of accrued sick leave days), first priority for transfer to any vacant position requested by the employee and, where requested by the employee, provision of factual information to parents by the Board.
5. Disciplinary action may be brought against any and all parties responsible for the false accusation.

ARTICLE E.26 ASSIGNMENT IN SCHOOL

1. Assignment within a school shall be based on the qualifications, training, experience, equitable distribution of workload, and personal preference of the employee, and shall not be used for disciplinary purposes.
2. In the case of employees in District positions reporting to a District administrator, for the purpose of this agreement, they will be deemed to be the staff of a District school and the District Administrator considered their school administrator.
 - a. When assigned by the District Administrator to a site(s), the site administrator(s) will be their designated supervisor(s).
3. The Board shall make every reasonable effort to ensure that an employee in a 1.0 FTE position will be assigned to consecutive teaching blocks.
4. A staff committee meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and staff assignments for the next school year, and determining the positions required in the school.
5. An employee who is not satisfied with a proposed assignment in a school may appeal their assignment to the school administrator. The school administrator together with the employee may consult with the staff committee. The committee may, after hearing the school administrator, employee, and any other employee directly affected by any proposed alternative assignment, recommend to the school administrator in what way the employee's assignment should be changed to resolve the concern.
6. If the concern cannot be resolved, the employee may proceed to Article A.6, Grievance Procedure, to resolve the difference.

ARTICLE E.27 POSTING VACANT POSITIONS

1. Definitions

a. Appointment

An appointment is the full-time or specified part-time employment (i.e., full-time equivalent) of an employee on a continuing, temporary, or on-call basis (i.e., employment status).

b. Position

A position is a specified subject area(s) (e.g. Science), and/or program(s) (e.g. French Immersion), and/or level(s) (e.g. Primary) on a full-time or specified part-time basis at a designated school(s) or work location(s).

c. Assignment

An assignment is the specific work undertaken by an employee within a given position (e.g. Grade 3).

d. Vacancy

A vacancy shall mean an existing or newly created position, to which an employee is not assigned.

2. A position temporarily vacated by an incumbent who retains the right to return to that position shall be posted as temporary.
3. All employees are eligible to apply for all vacancies.
4. Employees working in an approved job-share partnership may apply together for all vacancies and the senior job-share partner's seniority shall apply pursuant to Article C.23 (Part-Time Employment) and Article E.28 (Filling Vacant Positions).
5. All vacancies known or reasonably believed to be of twenty-five (25) working days duration or longer, or on the 25th day of absence of the vacating employee, shall be identified on a standard posting form.
6. New vacancies shall not be posted between July 1 and August 15, except by mutual agreement of the Union and Board.
7. Positions which become vacant during the school year shall be posted.

8. As soon as such vacancies become known, the positions shall be posted for a period of five (5) working days:
 - a. on bulletin boards at all worksites in the district;
 - b. through the district website accessible to all employees twenty-four (24) hours a day; and
 - c. at the District Office.
9. At the time of posting, copies shall be forwarded to the Local via facsimile, electronic mail (email), or hand delivery per the Local's preference.
10. Notification of, or any changes made to, posting dates shall be sent to all employees, including those on:
 - a. the Recall List; and
 - b. leaves of absence.
11. Every posting shall contain the following information:
 - a. identification of the position to be filled including, but not limited to:
 - i. subject area(s) and/or level(s), and/or program;
 - ii. work location;
 - iii. full-time or specified part-time; and
 - iv. any other relevant descriptive information;
 - b. start date and, if applicable, end date;
 - c. date of posting and closing date for receipt of applications;
 - d. necessary qualifications, which shall be reasonable, bona fide qualifications for the position;
 - e. contact information of the employer representative to be contacted for further information about the position; and
 - f. shall not include reference to extra-curricular activities and programs, and such matters shall not form part of any contract of employment.
12. Disputes arising out of application of this Article may be referred as outlined under the provisions of this Collective Agreement.

13. The successful candidate shall be informed in writing of the nature and location of the position.

ARTICLE E.28 FILLING VACANT POSITIONS

1. Other than in filling positions of special responsibility, and providing that applicants have equal qualifications as defined in C.5.3 (Definition of Qualifications) and seniority as defined in C.5.2 (Definition of Seniority), the order of priority for filling positions shall be:
 - a. employees on continuing appointments returning from a leave of absence of greater than one (1) year;
 - b. employees who possess a continuing appointment (status);
 - c. employees on the recall list, pursuant to Article C.5 (Seniority/Layoff/Recall/Severance Pay);
 - d. employees who have been employed by the District in one (1) or more full-time temporary contracts of at least four (4) months duration as per Article C.24;
 - e. employees who have been employed by the District in one (1) or more temporary contracts that do not meet the requirement of Article C.24;
 - f. all other applicants.
2. Seniority is pursuant to Article C.2 (Seniority) and Article C.5 (Seniority/Lay Off/Recall/Severance).
3. A list of the names of applicants for a posted position shall be provided to the Union upon request.
4. The name of the successful applicant for each position shall be provided to the Union.
 - a. Where a less senior applicant is selected, and only at the request of the Union, the Employer will provide the rationale for choosing the less senior applicant, that includes, but is not limited to, information on the qualifications of:
 - i. the successful less senior applicant; and
 - ii. any senior applicant.
5. Positions shall be filled within five (5) working days of the end of the posting period, provided there are qualified, internal applicants.

6. For those employees who apply for posted vacancies as a job-share partnership, pursuant to Article C.23 (Part-Time Employment), the seniority used shall be that of the job-share partner with the most seniority.
7. In filling any position, qualifications shall be those stated in the posting.
8. If a new or existing position becomes vacant after August 15 and the successful applicant is currently employed in another full-time position or in a part-time position which may conflict with the scheduled assignments of the vacant position, the position will be filled according to the following.
 - a. If the successful applicant is currently teaching in the district, the Board shall have the option of assigning the successful applicant either immediately or at the conclusion of the next natural break in the school year, or at the beginning of the next school year. In the event that this assignment is delayed, the position shall be re-posted and filled on an interim basis as a temporary assignment.
 - b. For the purposes of this article, “next natural break” means the winter break, spring break, term, or semester break.
9. Disputes arising out of application of this Article may be referred as outlined under the provisions of this Collective Agreement.
10. Subject to the agreement of the principal or administrative officer, vacancies in all positions of special responsibility (senior teachers, head teachers, team leaders, department heads and assistant department heads) shall be filled by election by the teaching staff except in the case of a department head who shall be elected by majority vote of the staff in that department, or a team leader who shall be selected by the team.

ARTICLE E.29 PROCEDURES AND GUIDELINES FOR STAFFING COMMUNITY EDUCATION

1. Initiating the Process
 - a. Each program or team, during the annual program evaluation, will make proposals regarding future staffing. This will cover both teachers and support services, such as Special Education Assistants, Markers, etc.
 - b. The resulting recommendations will be forwarded to, and discussed with, the respective administrative officer.
 - c. If both parties agree that new staffing is required, then the Administrative Officer will take the recommendations to the Assistant Superintendent responsible for Personnel.

2. Postings
 - a. In addition to the provision of E.27 (Posting Vacant Positions) the following shall apply:
 - i. with the approval of the Associate Superintendent, the program team members and the administrative officer will develop a full job description; and
 - ii. job descriptions will clearly state qualifications required, and expectations with regard to working hours, working conditions, place of work, non-contact time expectations, etc.
3. Positions shall be filled in accordance with Article E.28 (Filling Vacant Positions).

ARTICLE E.30 PARENTAL COMPLAINTS (COMPLAINTS ABOUT EMPLOYEE PERFORMANCE OR RELATED WORK)

1. The parties acknowledge the importance of respecting due and fair process, transparency and respect for the role of employees, as well as the role of Board representatives in the processing of allegations made by students, parents, or guardians as to employee performance or related work.
2. Accordingly, the parties acknowledge the need for, and support the implementation of, Administrative Procedures for addressing complaints about an employee's performance or related work. These include, but are not limited to:
 - a. Code of Conduct (AP 104 – adopted May 30, 2017; as may be amended), for all members of our District Learning Community (employees, students, parents, contractors, and volunteers);
 - b. Responsible Use of Electronic Social Media (AP 146 – adopted May 30, 2017; as may be amended);
 - c. Complaint Process for a Resolution of Concerns (AP 152 – adopted May 30, 2017; as may be amended).

SECTION F PROFESSIONAL RIGHTS

ARTICLE F.1 PROFESSIONAL DEVELOPMENT FUNDING

[Article F.1.1 through F.1.2 is not applicable in SD40. See F.20. below]

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.

ARTICLE F.20 PROFESSIONAL DEVELOPMENT (PRO-D)

1. For purposes of clarity, ‘professional development’ (Pro-D) relates to the general professional growth of employees, while the term ‘staff development’ relates to the retraining, education and curriculum in-service of employees. The term ‘in-service’ refers to activities, programs or strategies that are skill-specific and seek to satisfy immediate job needs.
2. In-service, as such, is part of an employee’s professional development. A set of criteria for in-service education is needed that at least does the following:
 - a. makes available resources accessible to those who need them;
 - b. provides for the needs of participants to plan and then run their own programs, and;
 - c. ensures that in-service programs lead to real and sustained changes in teaching and learning in schools.
3. In-service education should not be just another form of pre-service education but should foster cooperative efforts among teachers to solve problems in their classrooms, and allow genuine collegial decisions about the upgrading of the profession and thus allow employees to be vital and active forces in the reshaping of schools and, indeed, of education. A reasonably close look at the literature on in-service programs has shown three (3) common factors found in the successful programs.
 - a. The most effective in-service education programs are those with a high degree of participant initiation and control.
 - b. In-service education programs most beneficial to students are those designed primarily to improve the quality of teaching in an entire school or department of a school.

- c. Program decisions in in-service education should be made locally (school level). The success of a program is directly related to the degree of involvement by the employees.
4. In order for employees to plan their staff development and professional activities, funds will be allocated directly to the school professional development committee on a FTE basis. Beginning September 1, 1993, the amount to be allocated on a FTE basis shall be seven hundred fifty dollars (\$750.00) per school year. (Includes all monies from (a) retraining leave, (b) educational leave, (c) school based Pro-D funds, and (d) Teacher Teaching on Call (TTOC) days for these activities.
 - a. Employees shall indicate to the TTOC secretary that the TTOC is for School based Pro-D when calling for a TTOC. TTOCs used for School Pro-D shall be included on the month-end TTOC form and identified as such.
5. The school based professional development committee shall receive applications for funds allocated under F.20.4 and held in trust by the committee. The funds shall be dispensed by the committee in accordance with guidelines adopted by the school staff.
6. District Professional Development Fund
 - a. A District Pro-D fund involving monies other than those stipulated above, will be retained at the District Office to serve:
 - b. Applications are to be made on the Union designed Professional Development Funding Application Form and should be submitted well in advance of the activity for approval.
 - c. It is preferable that applicants pay their registration and submit for reimbursement on the appropriate form after the conference or activity has been attended.
7. Curriculum In-Service Fund
 - a. A curriculum in-service budget, contingent upon the Ministry financing shall be established to support curriculum activities in the district.
 - b. Approval from the Assistant Superintendent for expenditures under this budget is required.
 - c. The major purpose of this fund is to provide release time for employees for:
 - i. curriculum development/implementation;
 - ii. visitations to other schools/classes (instructional);
 - iii. conferencing, when arrangements outside of instructional time cannot be arranged; and

- iv. other unique instances where release time is required.
- d. When a verbal approval is given it must be followed by completion and submission of the Curriculum In-service Funding Application Form.
- e. An employee shall indicate to the TTOC dispatch office that the TTOC is to cover Curriculum In-service when calling for a TTOC. TTOCs used for Curriculum In-service shall be included on the month-end TTOC form and identified as such, and shall include the application form number.

ARTICLE F.21 NON-INSTRUCTIONAL DAYS

1. The Board agrees that a total of six (6) non-instructional days shall be available to each employee during the regular work year. The days shall be designated as follows:
 - a. five (5) non-instructional days for professional development activities;
 - b. one (1) non-instructional days for school/community interaction as provided for in the Ministry calendar;
 - c. four (4) times each school year there may be early dismissal of less than one-half (1/2) day as approved by the Superintendent for parent conferencing, educational matters, reporting, or administrative purposes; and
 - d. these days shall be in addition to the year-end administrative day.
2. Non-instructional days shall be considered as instructional days for salary purposes.
3. Professional Development activities shall be determined by employees at the school staff level.
4. At the discretion of the Professional Development Committee, any of the non-instructional days from Article F.21.1 shall be designated as a district-wide professional day.
5. The dates of all such days and the activities planned shall be determined by the staff of each school and subject to the approval of the Board, which approval shall not unreasonably be denied.

ARTICLE F.22 PROFESSIONAL AUTONOMY

1. Teachers shall, within the bounds of the prescribed curriculum, and consistent with effective educational practice have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to which they are assigned.

ARTICLE F.23 EDUCATIONAL CHANGE

1. Joint Educational Implementation Committee (JEDIC)
 - a. An on-going Joint Educational Implementation Committee shall be established to investigate, analyze and implement all educational and/or curriculum change in the district.

The Committee shall have equal employee representatives appointed by the Local teachers' Union and Board representatives and the chair shall be elected by the committee members.
 - b. The Joint Educational Implementation Committee shall ensure that the implementation principles outlined below are adhered to.
2. Centrality of Teaching
 - a. The teacher shall be recognized as one (1) of the central agents of educational and/or curriculum change.
3. Resource
 - a. Adequate and appropriate resources, as determined by the Joint Educational Implementation Committee, shall be provided to support the implementation.
4. Time
 - a. Joint Educational Implementation Committee shall attempt to attain:
 - i. sufficient lead time to achieve clarity;
 - ii. additional time during the implementation to assess, modify and solve unanticipated problems;
 - iii. adequate time to evaluate, share and report; and
 - iv. collaborative time to plan.

5. Professional Autonomy
 - a. It shall be recognized that the primary right to select appropriate teaching methods must rest with the teacher who is delivering the educational service. Therefore, instructional methodology shall not be mandated.
6. In-Service
 - a. The nature and timing of in-service specific to any implementation shall be determined by the committee. The committee shall ensure that attention is given to the needs of all employees, including the adaptation for French language instructors.

**ARTICLE F.24 COMMUNITY EDUCATION PROGRAM
DEVELOPMENT AND PEER PROFESSIONAL
GROWTH**

1. Community Education has traditionally followed a team model in order to effectively meet student needs. In addition to ongoing team decision making, each program conducts an annual program evaluation and a peer professional growth plan (which may include coaching and mentoring). During the annual program evaluation process, staffing needs, curriculum, program delivery methods and peer professional growth and development plans are reviewed and possibly adjusted to meet changing student requirements.

SECTION G LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE

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

ARTICLE G.2 COMPASSIONATE CARE LEAVE

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

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

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

 - a. one hundred percent (100%) of the employee's current salary for the first week of the leave, 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.
- 4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- 5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 7. Seniority shall continue to accrue during the period of the compassionate care leave.
- 8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

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

[See also Article G.25 Emergency Leave for Family Illness 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

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family. **[See also Article G.4.6, G.4.7 and G.4.8.]**

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.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
 3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, 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.
4. Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

Local Provisions:

- 5. The Board shall grant leave of absence with pay for up to one (1) full day at the employee's discretion to attend the funeral as a mourner or pall-bearer with the approval of the Director of Human Resource Services. Additional time may be approved where travel or time constraints justify.
- 6. The Board shall grant leave of absence with pay up to a maximum of five (5) days in the case of the death of a foster child.
- 7. The Board shall also grant leave of absence with pay up to a maximum of five (5) days in the case of the death of any significant other, or any person for whom the bereaved party has formal responsibility.
- 8. Leave in excess of five (5) days under Article G.4.1, G.4.6 or G.4.7 may be granted with pay upon written request to the Director of Human Resource Services. See also Article G.4.3 for unpaid leave.

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE

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

Implementation:

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

ARTICLE G.6 LEAVE FOR UNION BUSINESS

[Note: Article G.6.1.a and G.6.2 through G.6.10 do not apply in School District No. 40 (New Westminster). See Articles A.23 and A.24. Article G.6.1.b applies for the purposes of Article A.10 only.]

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

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS

1. Where a Teacher Teaching on Call (TTOC) is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the Collective Agreement.
2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.
4. Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

ARTICLE G.8 TTOCs – CONDUCTING UNION BUSINESS NEGOTIATING TEAM

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

ARTICLE G.9 TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
 - a. replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
 - b. their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice-Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
 - a. Teacher Evaluation
 - b. Teacher Discipline
6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local Collective Agreement or otherwise agreed to between the parties.

ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND COMPASSIONATE LEAVES

Teachers granted the following leaves in accordance with the Collective Agreement:

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

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

ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

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

ARTICLE G.12 MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS

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 40, for employees who do not qualify for EI maternity benefits, G.12.1 does not apply. See G.12.2 below.]

Local Provisions:

2. When a pregnant employee takes the 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 Board shall pay the employee ninety-five percent (95%) of their current salary for the first two (2) weeks of the leave.

[See also Article G.22 Maternity Leave for leave provisions.]

ARTICLE G.20 SICK LEAVE

1. Sick leave shall ensure that the employee receives full pay while absent from school for reasons of illness, medical disability or quarantine.
2. At the beginning of each school year each employee shall be credited with five (5) days of sick leave and shall accumulate sick leave days at the rate of one (1.0) day per month to a maximum of fifteen (15) days per year. Sick leave unused in any school year shall accumulate to the benefit of the employee's record of sick leave.
3. Any days which the employee has been absent with full pay for the reasons of illness, medical disability, or quarantine shall be charged against any sick leave accumulated by the employee. A maximum of one hundred twenty (120) days may be used in any school year.
4. After five (5) consecutive days of absence, the Board may require an employee to provide a medical certificate justifying the absence.
5. Each employee shall receive by September 30 and at the end of each subsequent month an annual accounting of their accumulated sick leave. In addition, the Board shall forward a final statement to all employees who leave the employ of the Board and who have provided a forwarding address.
6. Upon return from leave, or on re-engagement, an employee shall receive all unused sick leave unless otherwise provided for in the Agreement. Any credits which have been ported from SD No. 40 to another district pursuant to PCA Article G.1 shall not be available to the employee. Pursuant to Article G.1, an employee who is rehired to SD No. 40 is entitled to port a maximum of sixty (60) unused sick leave days accumulated or ported in their previous school district.

ARTICLE G.21 PARTIAL MEDICAL LEAVE

1. Where a full-time employee produces a medical certificate stating that the employee, while medically unable to work full-time, is capable of working part-time, the employee's assignment may be reduced or they may be reassigned to another position where it is practical to do so.
2. Where a change in assignment or reassignment is made in accordance with collective agreement provisions regarding posting and filling such change or reassignment will be for a fixed period.
3. An employee on partial medical leave will earn sick leave, proportionately, for the portion of time worked.
4. An employee on partial medical leave will go on full sick leave, with or without pay depending on the extent of their accumulated sick leave credits, if they prove incapable of meeting the requirements of their reduced or changed assignment.
5. Where an employee on partial medical leave is about to exhaust their sick leave credits the Board will advise the employee to contact the British Columbia Teacher's Federation Salary Indemnity Plan for information.

ARTICLE G.22 MATERNITY LEAVE

1. Short Term

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

- a. as provided for in the Employment Standards Act; or
- b. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester, or following the spring break.

[See also Article G.12 Maternity/Pregnancy Leave Supplemental Employment Benefits for provisions on supplemental employment benefits.]

2. Extended Maternity Leave

- a. Employees granted leave under G.22.1.b who choose not to return to work at the expiration of that leave may apply for extended maternity leave, four (4) weeks prior to the start of a semester or term, or by March 31 in respect to leave expiring on June 30.

- b. Leave shall be granted upon request for a period of up to a maximum of thirty (30) school months, with return to coincide with the commencement of a term or semester.
 - c. Employees returning from extended maternity leave shall do so at the commencement of a term or semester and shall notify the Board four (4) weeks in advance except in respect to leave expiring June 30 where notice shall be given by March 31.
- 3. Use of Sick Leave
 - a. An employee who has been assigned a position and given a date to return to duty but is unable to return to duty because of ill health, shall qualify to use their sick leave provisions and shall be replaced by a Teacher Teaching on Call (TTOC) until fit to take up their assignment.
- 4. Early Return and Special Situations
 - a. In the case of an incomplete pregnancy, death of the child, or other special situations, an employee may return to duty earlier than provided in the agreed upon leave.
 - b. The employee intending to make an early return to duty will submit a written application and a medical certificate.
 - c. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act (1980)* and the maternity and extended maternity leave provisions of the agreement.
- 5. Extended Maternity Leave Benefits
 - a. An employee shall be entitled to pay all costs of benefits beyond the period as defined in the Employment Standards Act and the Board shall continue these benefits provided the employee has made appropriate arrangements to reimburse the Board.
- 6. Assignment
 - a. An employee returning from short term leave within a school year shall be reassigned to the same position held prior to the leave
 - b. An employee returning from extended leave shall be assigned to a reasonably comparable position within the district.

- c. Adoption
 - i. In the case of adoption, maternity leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of this section shall apply including all rights guaranteed under the *Employment Standards Act*. In addition to parental leave provided pursuant to the Employment Standards Act and this article, leave with full pay shall be granted to either parent, or both, if both are employees of the Board, for mandatory interviews or traveling time to receive an adoptive child to a maximum of five (5) days pay for each employee.

ARTICLE G.23 PARENTHOOD LEAVE

- 1. An employee with a dependent child shall be granted upon request a parenthood leave of absence without pay for:
 - a. a stated period of time as requested by the employee up to a maximum of ten (10) teaching months; or
 - b. a period of less than ten (10) teaching months where the return to duty will coincide with the commencement of a semester or term, provided that such leave shall:
 - i. not be available within two (2) years of the employee being granted any parenthood leave other than under Article G.22.4;
 - ii. only be available to an employee on one (1) occasion.

ARTICLE G.24 PARENTAL LEAVE

- 1. On the birth of a child, or in the case of adoption or legal guardianship, either parent (both, if both are employed by the Board) shall be granted five (5) days leave with pay and may apply for and be granted up to five (5) additional days of leave without pay.

ARTICLE G.25 EMERGENCY LEAVE FOR FAMILY ILLNESS

- 1. An employee may, when a dependent child or any other dependent member of the employee's immediate family is confined to home or hospital through illness and where no other care is available, apply for and be granted up to five (5) days leave of absence per year, which shall be charged against the employee's accumulated sick leave.

ARTICLE G.26 WORKSAFE BC LEAVE WITH PAY

1. An employee in receipt of compensation from the WorkSafe BC by reason of an illness or injury incurred while in the employ of the Board shall continue to receive full salary, and the employee shall pay to the Board the compensation received from the WorkSafe BC, subject to the following.
 - a. For the first full twelve (12) months, no charge shall be made against accumulated sick leave.
 - b. Following the first full twelve (12) months, the difference between the employee's regular salary and the compensation received from the WorkSafe BC shall be charged against accumulated sick leave until no sick leave remains.
 - c. The Board responsibility shall end with the exhaustion of sick leave.
 - d. Compensation does not include a disability pension or other settlement award arising from such disability. Compensation means periodic payments during the period of temporary disablement.

ARTICLE G.27 LEAVE FOR ELECTIVE OFFICE AND COMMUNITY SERVICE

1. When an employee is nominated as a candidate and wishes to contest a municipal, regional, provincial or federal election, they shall be given leave of absence, without pay, during the election campaign. Should the employee be elected as a Member of Parliament or Member of the Legislative Assembly, they shall be granted a long-term leave of absence.
2. Employees elected or appointed to municipal or regional district offices or public boards shall be granted leave of absence, at the cost of a Teacher Teaching on Call (TTOC), up to a maximum of five (5) days in any one school year.
3. Employees involved in a community service shall be granted, at the cost of a TTOC leave of absence up to a maximum of five (5) days in any one school year.

ARTICLE G.28 JURY DUTY AND APPEARANCES IN LEGAL PROCEEDINGS

1. Leave of absence with full pay shall be granted to any employee who has been subpoenaed to testify or to serve as a juror in any judicial proceeding. Any fees received by the employee shall be paid to the Board. If the proceeding is one to which the employee is a party, leave of absence shall only be granted if the employee bears the cost of a Teacher Teaching on Call (TTOC).

ARTICLE G.29 INTER-DISTRICT EXCHANGE

1. The Board agrees to provide for, encourage and facilitate inter-district exchanges within the Province on the same basis as international exchanges.

ARTICLE G.30 DEFERRED SALARY (SELF FUNDED) LEAVE PLAN

A Self-Funded Leave Plan allows employees to defer a portion of their salary for three (3) or four (4) years in order to take a personal leave of absence for one school year with modified pay.

1. Any employee in a continuing position may apply at least three (3) school years in advance to take a one (1) year deferred salary (self funded) leave.
2. An employee may apply for participation in the plan for either:
 - a. Five (5) years (Four (4) years work, known as the Deferral Period, and followed immediately thereafter by a one (1) year leave); or
 - b. Four (4) years (Three (3) years work, known as the Deferral Period, and followed immediately thereafter by a one (1) year leave).
3. An application for a deferred salary (self-funded) leave must be received by the Board no later than April 30 for deferral to commence July 1 of the same year in accordance with G.30.2.
4. A self-funded leave shall commence on July 1 or at a natural break in the school year as mutually agreed upon by the Board and Employee. The one (1) year leave shall be paid in ten (10) equal payments between September and June, with a mid-month advance.
5. The amount of salary to be deferred in each of the years leading up to the leave shall be:
 - a. Twenty (20) percent for a five (5) year plan; or
 - b. Twenty-five (25) percent for a four (4) year plan.

6. During the period of leave, the employee may continue to receive medical, extended health, group life insurance, and dental benefits at their own cost.
7. An employee may elect, subject to applicable pension plan regulations, to establish pensionable service credit for the period of leave. The employee shall make the necessary arrangements with Pensions BC.
8. An employee returning from a self-funded leave shall be reassigned to the same position held prior to their leave, except in the case of layoff pursuant to Article C.5 (Seniority/Layoff/Recall/Severance Pay) or due to declining enrollment pursuant to Article E.21(Transfers and Assignments).
9. Employees will not accumulate sick days during the self-funded leave.
10. Employees who cease to be employed by the Board, or commence Salary Indemnity Plan (SIP) – Long Term while participating in the self-funded leave plan will be withdrawn from the plan and will be paid a lump sum adjustment for monies retained by the Board plus earned interest.
11. Employees may voluntarily withdraw from the self-funded leave plan by indicating their intention to do so in writing to the Board. All monies retained by the Board, plus interest earned, will be paid to the employee within sixty (60) days of receipt of written notice of withdrawal.
12. Should the employee become ill and be drawing down their sick bank, the percentage amounts as set out in G.30.5 shall continue to continue until their sick bank has been depleted or maximum sick days have been used as per G.20.3 (Sick Leave).
13. Should the employee be on Salary Indemnity Plan (SIP) – Short Term the percentage amounts as set out in G.30.5 shall cease for the duration of the short-term disability.
 - a. In such cases the deferred salary paid out for the self-funded year, shall be adjusted to reflect the non-contributory period of time as per G.30.13.
14. Should the employee die during the duration of this plan all monies retained by the Board, plus interest earned, will be paid to the employee's estate within sixty (60) days of the Board receiving notification of death, and upon receipt of any necessary legal clearances and proofs normally required for payment to estates.

ARTICLE G.31 EXTENUATING CIRCUMSTANCES LEAVE

1. The Superintendent shall always have the discretion to recommend that, under extenuating circumstances, leave of absence may be approved or extended by the Board.
 - a. Extenuating Circumstances – situations that are of a serious nature and/or compelling personal nature that cannot be addressed outside the school day or school term. Such leave, if granted, to be at the cost of a Teacher Teaching on Call (TTOC).
 - b. Other – all other leaves of a personal nature without pay.

ARTICLE G.32 LEAVE OF ABSENCE – LONG TERM

1. An employee with three (3) or more consecutive years of service may request, and be granted a long-term leave without pay under Article G.31.1.b (Extenuating Circumstances Leave).
 - a. An employee may not re-apply for a leave under this article unless at least three (3) years have elapsed since returning from a previously approved leave under this article.
 - b. In extenuating circumstances, the Superintendent may grant a leave that does not meet the conditions above.

2. Where an employee is on leave of absence at the cost of a Teacher Teaching on Call (TTOC), the daily rate of deduction will be one hundred sixty dollars (\$160.00) per day. [In dispute]

An employee on long-term leave of absence must give notice by no later than March 31 for return to the district in September, or no later than October 31 for return in January, or semester two (2).

3. An employee returning from long-term leave of absence shall be reassigned to the same position held prior to their leave, except when Article C.5 (Seniority/Layoff/Recall/Severance Pay), Article E.21 (Transfer of Assignment, or other articles may be applicable. If the prior position does not exist, then E.27 (Posting Vacant Positions) and E.28 (Filling Vacant Positions) apply.

ARTICLE G.33 LEAVE TO ATTEND RETIREMENT SEMINARS

1. An employee who is fifty (50) years of age or older may be granted, upon request, up to a maximum of one (1) day's leave of absence per year, with pay, to attend BCTF sponsored retirement planning seminars.
2. An employee who is fifty-five (55) years of age or older shall be granted at least one (1) day's leave of absence per year, with pay, to attend BCTF sponsored retirement planning seminars.

ARTICLE G.34 EARLY RETIREMENT INCENTIVE PLAN

1. The Board will pay from a specific fund set aside for the purposes of early retirement a retiring allowance to employees who retire under the Teachers' Pension Plan before reaching age sixty (60).
2. The fund referred to in G.34.1 will be an amount per budget year equal to the maximum of Category 4 on the salary grid.
3. In order to be eligible for this allowance, the employee must:
 - a. Be on a continuing appointment;
 - b. Be age fifty-five (55) or over;
 - c. Be on the maximum step of the salary scale;
 - d. Retire from employment in the New Westminster School District;
 - e. Have at least twenty (20) full-time equivalent years of pensionable service, as defined by the applicable pension plan;
 - f. Provide Human Resource Services with notice by April 1 for those who intend to retire under this plan on June 30, or by October 1 for persons who intend to retire on December 31.

4. The allowance will be paid in one instalment at the end of the month the employee retires and will be calculated as a percentage of the employees’ salary scale, exclusive of allowances, in the following manner:

Age in Month of Retirement	Percentage of Annual Salary
55	40%
56	35%
57	30%
58	25%
59	20%

5. Part-time employees will receive the allowance pro rata to the percentage of time actually worked averaged over the last five (5) years of service prior to retirement.
6. If the number of employees applying for the Early Retirement Incentive Plan in any one budget year exceeds the funding for that year pursuant to G.34.2, individual employees will receive a fractional proportion of the total funds available in that year. Any budget monies not used in a budget year will be transferred to the next year(s) to a cap of one hundred thousand dollars (\$100,000.00).
7. Provided the terms of the applicable policies permit, individuals who retire early under this article may maintain coverage in the following benefit plans for a maximum period of five (5) years by paying one hundred percent (100%) of the premium costs: Dental; Extended health benefits; Group Insurance (if plan permits for retirees).

**ARTICLE G.35 LEAVE FOR CONTINUING EMPLOYEES ON
SECONDMENT**

1. Definition of Terms
 - a. Secondment means a temporary transfer from a current assignment to another assignment, either part-time or full-time, that is not directly administered by the School District and is approved by the Board.
2. Term of Secondment
 - a. A long-term secondment is a secondment that falls within two (2) consecutive fiscal years and also extends beyond ten (10) consecutive calendar months.

- b. A short-term secondment is a secondment in which the term falls within one (1) fiscal year, or a secondment in which the term is less than ten (10) calendar months in duration if it extends into two (2) consecutive fiscal years.
 - c. When an employee has been granted and has accepted a secondment, then the employee must remain in the seconded position for its full term before returning.
 - d. During the term of a secondment, an employee is subject to all the terms and conditions of the NWTU Collective Agreement, including the accumulation of seniority.
3. Notification to Request a Continuation of a Secondment
- a. If an employee on secondment desires to continue with the secondment, then the employee must notify the Director of Human Resource Services in writing of their intentions.
 - b. The request must be received by April 1 or thirty (30) days before the end of the term of the secondment, whichever comes first.
 - c. If the secondment begins after April 1, the request must be received no later than June 15, or no later than thirty (30) days before the end of the secondment.
 - d. If a written request is not received by the required date, then the Director of Human Resource Services will determine if the employee shall continue in the secondment.
4. Returning from a Short Term Secondment to a Previous Position, Without Posting
- a. An employee will automatically assume their previous position at the end of a short-term secondment, without posting.
5. When a Previous Position is to be Filled by Posting
- a. An employee's previous position will be filled by posting as follows:
 - i. during the time the employee is in a short-term position or during the first ten (10) months of a long term position;
 - ii. when the employee has held a new position for more than ten (10) consecutive calendar months and has not returned.
6. Returning from a Long Term Position or Long Term Secondment
- a. When a long-term position terminates, the Director of Human Resource Services will make every effort to place the returning employee in the employee's previous position or in a position that is similar.

- b. When an employee decides to return from a long-term position that is to continue, then the employee must send a written request to the Director of Human Resource Services at least forty-five (45) calendar days before the normal term of the position ends.
- c. If a written request to return is not received by the required date, then the employee has opted to continue in the position.

SIGNATURES

Signed at _____, British Columbia, this _____ day of _____, 2024

Robert Weston,
Executive Director of Human Resources
School District No.40 (New Westminster)

Kristie Oxley, President
New Westminster Teachers' Union

Alison Jones, Director
Labour Relations (Collective Bargaining)
British Columbia Public School
Employers' Association

Clint Johnston, President
British Columbia Teachers' Federation

PROVINCIAL LETTERS OF UNDERSTANDING/INTENT

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

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

6. Effective date of local matters items:

- a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

Signed this 8th day of March, 2013

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

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 28th day of October, 2022

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

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 28th 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 25th day of October 1995

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 11th 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.

**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 7th 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 25th day of June, 2012

Revised with housekeeping 28th 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).

Not applicable in School District No. 40 (New Westminster).

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 School District No. 40 (New Westminster).

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 28th 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 28th 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
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
47 - Powell River (only part of district approved)	
Texada Elem	Texada Island
Kelly Creek Elem	
49 - Central Coast (Entire District)	
50 - Haida Gwaii (Entire District)	
51 - Boundary (only part of district approved)	
Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek
52 - Prince Rupert (Entire District)	
54 - Bulkley Valley (entire district approved)	
57 - Prince George (only part of district approved)	
Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride
Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount
59 - Peace River South (Entire District)	
60 - Peace River North (Entire District)	
64 - Gulf Islands (only part of district approved)	
Saturna Elementary	Saturna
69 - Qualicum (only part of district approved)	
False Bay School	Lasqueti
70 - Alberni (only part of district approved)	
Bamfield	Bamfield

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

LETTER OF UNDERSTANDING No. 6

BETWEEN

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

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

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

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 20 years can be ported.

2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
 - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
 - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should

- teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.
3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to 20 years of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.
 4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
 - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
 - No seniority could be ported to the other seniority list.
 - For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

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

Signed this 26th day of March, 2020

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 26th day of March, 2020

Revised with housekeeping 28th 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 28th 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]¹ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
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 26th day of November, 2012

Revised with housekeeping 28th day of October, 2022

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

Appendix A to Letter of Understanding No. 9

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

Medical Services and Supplies continued	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
Vision Care	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
Paramedical Services	
Naturopath	\$900 per year
Chiropractor	\$900 per year; 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

Not applicable in School District No. 40 (New Westminster).

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 31st, written notice from the employee to transfer must be received by the district no later than June 30th of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31st, written notice from the employee to transfer must be received by the district no later than November 15th of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15th of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date 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 22nd day of April, 2015

Revised with housekeeping 28th day of October, 2022

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

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

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

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

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

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

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

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

This constitutes my written notice under LOU No. 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 15th of the school year for a transfer for TTOC experience credits earned up to and including November 15th to take effect on December 31st 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 1st (or 22 calendar days from the start of the class) as follows:

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

V = the value of the additional compensation;

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

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

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

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

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

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

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

Dated this 26th day of March 2020.

Revised with housekeeping 28th 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 28th 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 26th 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 28th 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 28th 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 28th day of October, 2022

Local Letters of Understanding/Memorandums of Agreement

Letter of Understanding No. 1

Between

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
No. 40 (NEW WESTMINSTER)**

and

NEW WESTMINSTER TEACHERS' UNION

Re: Unpaid Leave For Continuing Teachers

Any teacher on continuing appointment for a portion of the school year going on unpaid leave for any portion of the year following receipt of pay for July and August shall be responsible for refunding to the Board the portion of the July and August salary which is due, according to the following terms:

- Repayment shall be $1/1200$ times the teacher's annual salary times the number of days of unpaid leave.
- Calculations involving teachers employed on less than a full time appointment basis will reflect appropriate pro-rating.
- Repayment of monies owed to the Board shall begin in the month following the month in which leave is granted and shall be concluded no later than December 31st of the following school year. Payment shall be made by a schedule involving equal installments deducted from the pay cheques or, in months in which no pay cheques are forthcoming, by personal cheques.

Annual salary for the purposes of determining the amount of the Supplementary Unemployment Benefit Plan (G4.2) "top up" to 95% of full salary may, at the option of the member in consultation with Union officials, be based on 52 weeks of the annual salary or on 43 weeks of annual salary. If the employee elects the 43 week option, the "top up" will not be paid for July and August.

Any teacher returning from leave after the start of a subsequent school year shall receive a portion of the preceding July and August salary in proportion to that part of the school year which they will be working. (In effect, the person will be paid $1/12$ plus $1/60$ of their annual salary which equals 10% of their annual salary for each month worked).

Copies of all documentation related to the monies owed and the terms of the repayment shall be copied, prior to the first installment being made, to the Union as well as to the teacher involved.

This addendum agreement is without prejudice in respect to future provincial and local collective agreement negotiations. Both parties recognize that there is no agreement with regard to maternity leave being designated as paid or unpaid leave, therefore, no grievance shall be initiated on this issue.

Letter of Understanding No. 2

Between

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
No. 40 (NEW WESTMINSTER)**

and

NEW WESTMINSTER TEACHERS' UNION

Re: Realignment of Community Education Programs

The parties recognize that the realignment of programs which were previously administered by Community Education, but which are brought under the administration of the K-12 system, may require different collective agreement provisions than currently exist. To this end the parties agree that the following process shall apply to such proposed realignments:

1. Overview of Process:

- 1.1 Notice of intent to move program
- 1.2 Committee set
- 1.3 Review
- 1.4 Final resolution mechanism

2. Committee:

2.1 Structure:

A committee shall be formed with the membership established by agreement between the Administrator to whom responsibility is to be transferred and the President of the Local.

2.2 The terms of reference shall include

- 2.2.1 A process for student placement including clarification of the criteria and priorities for appropriate students;
- 2.2.2 Hours of operation;
- 2.2.3 Class Size/caseload issues and concerns;
- 2.2.4 Other matters deemed appropriate by the committee

2.3 The committee shall reach a resolution on all matters within 60 working days of the Union having been given notice in writing that a program has been proposed for transfer.

2.4 Agreements with respect to provincial matters must be approved by the BCTF and BCPSEA.

3. Resolution of Differences:

3.1 If the committee cannot reach resolution of the issues, the outstanding matter(s) shall be referred to a mutually agreed arbitrator.

3.2 During the period between referral and arbitration:

3.2.1 the operating practices previously in place shall apply, or

3.2.2 alternate interim terms are mutually agreed by the committee.

4. Realignment of K-12 Programs

No program serving K-12 age students as of June 30, 2001, may be designated as a Community Education Program without the agreement of the Union. Such agreement shall not be unreasonably withheld.

Date of signing: February 12, 2002

For NWTU

For the Board

For BCTF

For BCPSEA

Letter of Understanding No. 3

Between

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
No. 40 (NEW WESTMINSTER)**

and

NEW WESTMINSTER TEACHERS' UNION

Re: SUMMER PROFESSIONAL DEVELOPMENT (PD) DAY GUIDELINES

The purpose of summer PD is to provide school staff with the opportunity to come together and learn as a team before the school year commences. While PD activities during summer PD cannot be exclusively team building or wellness activities, an element of this is often present, which strengthens staff cohesiveness. It is also an opportunity for NWTU members to explore new concepts and strategies before the start of the school year, which may impact their planning throughout the year.

New Westminister Teachers' Union Summer Professional Development Guidelines:

1. Schools may take up to two summer PD days in exchange for lieu days throughout the school year.
2. Activities pursued during these days must adhere to the parameters set out in the New Westminister Teachers' Union Professional Development Funds Guidelines document.
3. School PD committees must conduct a staff vote on taking summer PD days.
 - a. This vote will be done annually by:
 - i. Ballot with teacher's names on them
 - ii. Show of hands at a staff committee meeting
 - iii. Online poll
 - iv. Secret ballot; however, the vote must be done by secret ballot if more than 2/3 of staff vote for secret ballot.
 - v. Wherever possible the vote shall be done before the commencement of Spring Break
4. Staff must vote 80% in favor of doing summer PD for the vote to pass, and 80% participation is expected. The 80% is calculated on current NWTU staff employed at the site. While staff on leave may vote, the PD committee is under no obligation to secure votes from these members.
5. A staff member may vote in favor of summer PD but still not attend. A yes vote signifies that a staff member is in favor of the school staff engaging in summer PD. While it is not a personal commitment to attend, staff members who vote in favour of summer PD must intend to attend.

6. No staff member is required to attend summer PD and does not need to give a reason for not attending.
7. Staff that do not attend summer PD will pursue self-directed PD on the lieu days taken by the rest of the teaching staff. These staff members must complete a Self-Directed PD Release form and submit this form to their school site PD chair at least 10 days before the intended activity.
8. Staff may not pursue personal PD for summer PD days. Only summer PD undertaken with the teacher's school may count towards lieu time throughout the year.
9. Lieu time may only be taken on the PD days designated as lieu days by the school-based PD committee.
 - a. Lieu time may not be taken on
 - i. Random days throughout the school year
 - ii. A PD day designated by the school-based PD committee as a planned PD day
 - iii. An administrator led non-instructional day
 - iv. A designated District PD Day.
10. Annual administrator led non-instructional days cannot be scheduled during the summer as attendance at these days is mandatory, whereas attendance at summer PD is voluntary.

THIS AGREEMENT IS SIGNED IN THE CITY OF NEW WESTMINSTER AND DATED NOVEMBER 20, 2020

 School District #40 (New Westminster)

 New Westminister Teachers' Union

 BCPSEA

 BCTF

Letter of Understanding No. 4

Between

**THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
No. 40 (NEW WESTMINSTER)**

and

NEW WESTMINSTER TEACHERS' UNION

Re: D.20 Hours of Instruction (Two Week Spring Break)

Whereas the District intends to close schools five (5) additional days and add these days to the traditional Spring Break for the 2020/21 and 2021/22 school calendar years, the parties therefore agree to the following:

1. In order to accommodate a two week Spring Break (increased from one week as contemplated in the Collective Agreement), the District and union agree that Article D.20 of the Collective Agreement shall be modified as set out in points a, and b below:
 - a. Article D.20.1 will be adjusted to read: “No elementary teacher shall be required to offer Instruction for more than five (5) hours per day **and the number of minutes as described in the table below**, or 25 hours per five-day week **and the number of minutes as described in the table below**, including preparation time. No secondary teacher or Community Education employee shall be required to offer instruction for more than five and one-half (5.5) hours per day **and the number of minutes as described in the table below**, or 27.5 hours per five-day week **and the number of minutes as described in the table below**, including preparation time.
 - b. Article D.20.2 will be adjusted to read: “No middle school teacher shall be required to offer instruction for more than five hours and 10 minutes (5h 10m) per day **and the number of minutes as described in the table below**, or twenty five hours and fifty minutes (25h 50m) per five day week **and the number of minutes as described in the table below**, including preparation time.

	School Year	Minutes
Elementary	2020-21 and 2021-22	300 + 9 minutes = 309
Middle	2020-21 and 2021-22	310 + 9 minutes = 319
Secondary	2020-21 and 2021-22	330 + 9 minutes = 339

2. This temporary mid-contract modification will be in force up to and included the end of the instructional day on June 30, 2022.
3. The parties agree that this Letter of Understanding (LOU) is without prejudice or precedent to any other school district and shall not be relied upon in any other negotiations, mediations, or arbitration save in respect of the enforcement of the temporary mid-contract modification as set out in this LOU.
4. Nothing in this Letter of Understanding (LOU) impedes the application of *the School Act* (Revised Statutes of British Columbia, 1996), and in the event the terms and conditions contained herein conflict with *the School Act*, *the School Act* shall apply.

THIS AGREEMENT IS SIGNED IN THE CITY OF NEW WESTMINSTER AND DATED SEPTEMBER 3, 2020.

School District #40 (New Westminister)

New Westminister Teachers' Union

BCPSEA

BCTF

Letter of Understanding No. 5

BETWEEN

**The British Columbia Public School Employers' Association
(Hereinafter referred to as "BCPSEA")**

AND

**The Board of Education of School District #40 (New Westminster)
(Hereinafter referred to as the "District")**

AND

**The British Columbia Teachers' Federation
(Hereinafter referred to as the "BCTF")**

AND

**The New Westminster Teachers' Union
(hereinafter referred to as the "Union")**

Re: Community Education (Summer School/Night School) Class Size

In Article 6.1 of their Memorandum of Agreement "Re; PCA Article A.1.5 Terms of Inclusion - New Westminster Association of Community Educators", dated February 12, 2002 and attached to the 1998-2001 Collective Agreement, the parties agreed that "Article D.1 and D.2 of the Collective Agreement shall not apply to employees in Community Education, except as provided in the Letter of Understanding entitled Realignment of Community Education Programs" (the "Realignment LOU"). The parties met pursuant to the terms of Article 2 of the Realignment LOU and have agreed that the terms contained in this Letter of Understanding (LOU) on Community Education (Summer School/Night School) Class Size apply to Community Education Programs and Night School programs instead of Articles D.1 and D.2.

1. Thirty (30) student maximum for "other" courses;
2. Twenty-eight (28) student maximum for "lab" courses;
3. Twenty (20) student maximum for ELL courses and no more than two consecutive levels; and
4. The above class size maximums must be in compliance by the fifth class.

The parties agree that this Letter of Understanding (LOU) fulfills the mandate of the Committee set up under the Realignment LOU and is now spent.

This agreement is without prejudice and precedent of the position of either party on any matters not addressed in this agreement, the provincial parties or any other district or local union.

THIS AGREEMENT IS SIGNED IN THE CITY OF NEW WESTMINSTER AND DATED February 17, 2022.

School District #40 (New Westminister)

New Westminister Teachers' Union

BCPSEA

BCTF

Memorandum of Understanding

Between

**THE BOARD OF EDUCATION SCHOOL DISTRICT
No. 40 (NEW WESTMINSTER)**

and

NEW WESTMINSTER TEACHERS' UNION

Re: D.29 Health and Safety

In addition to the requirements and obligations set out in Article D.29 Health and Safety of the Collective Agreement between the Union and the District, the parties agree to establish a separate NWTU-SD 40 Health and Safety Committee. That committee will compose of three (3) members appointed by the Union and three (3) members appointed by the District. Subject matter experts can be invited by mutual agreement.

The objective of the committee will be to examine matters of particular health and safety concern to the District and NWTU members. The committee will have the authority to make recommendations, only as may be supported by the majority of the members of the committee. Committee recommendations may be used to inform Board Policy and Administrative Procedures, as well as to help craft future collective agreement health and safety language.

The committee will be tasked with reviewing current health and safety practices and potential concerns in the District as they relate to pertinent Collective Agreement language, as well as other government health and safety acts and regulations (e.g., WorkSafeBC).

Date of Signing: February 17, 2020

School District No. 40 (New Westminister)

New Westminister Teachers' Union

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